

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY**

REQUEST FOR PROPOSALS

RFP #2004-04: HIV PREVENTION SERVICES



**RELEASE DATE: June 1, 2004
PROPOSAL DUE DATE: 4:00 P.M., July 6, 2004**

**600 S. Commonwealth Ave., 6th Floor
Los Angeles, CA 90005
Tel (213) 351-8000 Fax (213) 387-0912
www.lapublichealth.org/aids**

Intent to Apply

Please submit this form by 5:00 p.m., Thursday, June 17, 2004.

**TO: René Seidel, Manager
Planning & Solicitations
Planning & Research Division**

FAX: (213) 738-9371

This is to inform you that our organization is interested in applying for funding under RFP #2004-04: HIV PREVENTION SERVICES. We understand that this is not a commitment, but is provided to OAPP only for the purposes of identifying interest in the RFP and to adequately plan for the proposal review process.

AGENCY NAME: _____

AGENCY ADDRESS: _____

CONTACT PERSON: _____

PHONE: _____ **FAX:** _____

E-MAIL: _____

EXPECTED NUMBER OF PROPOSALS TO BE SUBMITTED UNDER THIS RFP:

Category 1: ____ Category 2: ____ Category 3: ____ Category 4: ____ Category 5: ____

Signature of Executive Director, CEO, or designated Board Member

Date

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Tentative Schedule of Events

<u>Event</u>	<u>Date</u>
Release of RFP	June 1, 2004
Proposers' Conference	9:00 AM, Tuesday, June 8, 2004
Mandatory Intent to Apply Form Due to OAPP	June 17, 2004
<u>PROPOSAL SUBMISSION DEADLINE</u>	4:00 PM, Tuesday, July 6, 2004
Funding Recommendations Faxed to Applicants	August 2004
Contract Approval by the Board of Supervisors	December 2004
Contract Start Date	January 1, 2005

I. Purpose

The Los Angeles County Department of Health Services Office of AIDS Programs and Policy (OAPP) announces the availability of funds to support the delivery of comprehensive HIV Prevention Services in Los Angeles County, including HIV health education and risk reduction services, HIV counseling and testing services, prevention case management services, partner counseling and referral services, school-based programs, and HIV prevention program evaluation and technical assistance targeted to or intended to benefit persons at high risk for HIV infection or persons at risk for HIV transmission in Los Angeles County.

This Request For Proposals (RFP) will solicit HIV Prevention Services that target and serve those Behavioral Risk Groups (BRGs) identified and recommended for funding in 2004 by the Los Angeles County HIV Prevention Planning Committee (PPC) and considered critical to the development of a comprehensive and effective local HIV prevention program. These services are also recognized as integral to a continuum of HIV care within Los Angeles County. This RFP seeks to identify organizations that 1) have the expertise, demonstrated success and desire to implement evidence-based, culturally-sensitive, linguistically- and developmentally-appropriate HIV prevention services to persons at greatest risk for HIV infection or greatest risk for HIV transmission in Los Angeles County and 2) who are willing to aggressively contribute to meeting Los Angeles County's overarching HIV prevention goal of reducing incident HIV infection by half by 2008. HIV prevention services funded under this RFP will be distributed throughout the eight (8) Service Planning Areas (SPAs) of Los Angeles County based on the geographic estimate of need (GEN) model developed by OAPP and endorsed by the PPC.

The Office of AIDS Programs and Policy will accept proposals for HIV Prevention Services in the following categories:

Category 1: **A. Health Education/Risk Reduction (HE/RR)**, including outreach, individual-level interventions, group-level interventions, community-level interventions and health communication/public information targeted to high risk HIV-negative persons and HIV-positive persons. This category is intended to increase knowledge, awareness and skills to decrease the prevalence of HIV risk behaviors, to maintain and reinforce risk reduction behaviors and create community norms and values that support HIV risk reduction efforts, learning of one's HIV status and disclosure of HIV status, when appropriate. This category will secondarily serve as a vehicle to refer HIV at risk persons of unknown HIV status to available HIV counseling and testing services.

B. HIV Counseling and Testing (HCT), including risk assessment, rapid and non-rapid HIV-antibody testing, disclosure counseling, post-disclosure counseling, partner elicitation counseling and referral services targeted to persons of unknown HIV status. Funding under this category will emphasize confidential HIV testing services and support community-based, clinic-based and mobile unit-based counseling and testing services and multiple morbidity counseling, testing, screening, and vaccination services.

Category 2: **Partner Counseling and Referral Services (PCRS)**, to support the delivery of HIV counseling and rapid and non-rapid HIV testing of sexual and drug using partners of diagnosed HIV-positive persons by PCRS-trained and certified staff or agents of the Los Angeles County Department of Health Services.

Category 3: **Prevention Case Management (PCM)**, targeted to HIV-negative persons at high risk for HIV infection and HIV-positive persons at high risk for HIV transmission.

Category 4: **School-based Programs** including the development and provision of an innovative HIV/AIDS training program that increases broad school-based support for HIV/AIDS education among school administration, teachers and medical staff, school boards, parent-teacher organizations and parents for comprehensive HIV education and prevention activities for students.

Category 5: **HIV Prevention Program Evaluation, Technical Assistance and Coordination**, including SPA-based Behavioral Scientists, to assist local HIV prevention providers in the development of evidenced-based, behavior theory-based and behavioral risk group-specific interventions, to ensure collection of relevant program evaluation markers and to assist with program assessment and refinement efforts.

II. Background

The purpose of the Office of AIDS Programs and Policy is to develop an effective response to the HIV/AIDS epidemic in Los Angeles County by improving our response to HIV disease and its associated risk factors, preventing its spread, maximizing health and social outcomes and coordinating effective and efficiently targeted services for those at risk for, living with or affected by HIV.

To accomplish this mission and its underlying HIV prevention goals, OAPP partners with a broad array of public and private service providers to deliver HIV prevention programs that include a range of tailored interventions designed to help persons learn their HIV status, develop skills to prevent HIV infection or HIV transmission, reinforce behaviors that help mitigate HIV infection and transmission and provide linkage to HIV and other systems of care. OAPP maintains partnerships to create prevention service delivery networks, to implement multiple morbidity programming, to implement structural interventions and to implement site-specific (County jails) or community-specific (Faith community) interventions.

These HIV prevention partnerships most often are in the form of contracted services with community-based organizations (CBOs), local hospitals and clinics, and programs within the Department of Health Services. These contracts are primarily supported with funds from the Centers for Disease Control and Prevention (CDC), the California Office of AIDS and the County of Los Angeles.

Los Angeles County and the HIV/AIDS Epidemic

Spanning more than 4,000 square miles and with nearly ten million residents, Los Angeles County is one of the largest geographic counties and the most populous county in the nation. Los Angeles County remains the second most HIV/AIDS impacted local jurisdiction in the United States with approximately 54,000 to 57,000 people living with HIV or AIDS. Only New York City and four states, including California and New York, have reported more AIDS cases than Los Angeles County. In 2000-2002, the County's AIDS case rate of 16.5 (per 100,000 residents) was higher than the national AIDS case rate of 14.7.

There are an estimated 45,000 diagnosed persons living with HIV or AIDS (PLWH/A) in Los Angeles County, many of whom routinely access HIV care and prevention services and some of whom do not routinely access either HIV care or HIV prevention services. There are an estimated additional 9,000 to 13,000 people who are HIV infected and who do not know their HIV status. These persons are not accessing HIV specific medical care, can benefit from such care and may be unknowingly transmitting HIV to sexual and drug using partners.

By comparison, in 2003, the CDC estimated that there were approximately 900,000 people living with HIV or AIDS in the United States, 230,000 of whom do not know they are infected with HIV. The CDC estimates that two-thirds of all new HIV infections each year are transmitted by persons who are unaware of their HIV infection – hence our emphasis on diagnosing as many undiagnosed persons as possible. By comparison, the CDC also estimates that one-third of all new HIV infections each year are transmitted by persons who are aware of their status, many of whom lack the tools and skills to remain transmission free – hence our emphasis on prevention interventions for persons living with HIV.

In addition and conversely, many new HIV infections involve persons without the appropriate level of knowledge, skills, resiliency or support to avoid or reduce risk behavior – hence our emphasis on broad sets of interventions for high risk HIV-negative persons. And finally, some infections involve persons who face multiple and complex life challenges, including substance abuse, childhood abuse and mental illness, among others, that demand intensive and ongoing interventions (e.g. prevention case management) to keep persons either HIV infection risk free or HIV transmission risk free.

A closer look at HIV/AIDS prevalence in Los Angeles County (LAC) shows that as of January 2004, the epidemic continues to be predominantly among males (89%), specifically among men who have sex with men (70%) and among people of color (64%). These data contrast significantly with overall national trends, where injection drug use, women, and children comprise larger proportions of the national epidemic than they do in Los Angeles County.

The most striking change in the local epidemic over the last few years has been a shift to communities of color. From 1993 to 2004, the proportion of Latinos living with AIDS in the County increased from 28% to 38%. During the same period, African-Americans increased from 20% to 22% of County residents living with AIDS. In contrast, the proportion of Whites living with AIDS decreased from 50% of LAC cases in 1993 to 37% in 2004 and the proportion of Asian/Pacific Islanders with HIV/AIDS remained relatively stable (3%) during the period. This local shift toward communities of color is consistent with changes in the national epidemic.

However, the proportion of HIV-infected Latinos in Los Angeles County is much higher than in the United States as a whole, and the AIDS rate among African-Americans in Los Angeles County remains much higher than in other racial/ethnic groups.

In Los Angeles County, HIV prevention services are planned jointly by OAPP and the Los Angeles County HIV Prevention Planning Committee (PPC), consistent with the requirements of Los Angeles County's HIV Prevention Cooperative Agreement with the Centers for Disease Control and Prevention. This Request for Proposals is based on the past and recent recommendations of the PPC to OAPP.

Prioritized Risk Groups

In 1999, based on a comprehensive review of local HIV epidemiology, the PPC developed and recommended for adoption the use of a behavioral risk group model to allocate HIV prevention resources. This recommendation was a departure from the previous target population model that did not factor the behavioral HIV risk of targeted groups as significantly. Based on the review of the same epidemiologic data, a review of local research, the limited size of the impacted population, and other factors, the PPC recommended a complement to the behavioral risk group (BRG) model which includes persons living with HIV, American Indians/Alaskan Natives and Transgenders as all priority populations. Specifically, the PPC endorsed the inclusion of American Indians/Alaskan Natives and Transgenders as distinct priority populations because despite their small size, epidemiologic data indicated a high seroprevalence rate in these groups, and conceptualizing prevention based on group membership seemed more appropriate for these two groups.

Over the past year (2003-2004), the PPC reviewed numerous secondary data sources to assess met and unmet HIV prevention needs and evaluate the appropriateness of the current BRG model. Data sources included a recent update of AIDS case data, estimates of HIV infection and surveillance, and seroprevalence studies conducted by the Los Angeles County HIV Epidemiology Program. In addition, the PPC reviewed HIV counseling and testing data provided by OAPP, and behavioral data collected by local community-based organizations and universities. Recently, the PPC re-affirmed the existing BRG model for the purposes of priority setting, resource allocation and prevention program planning with some minor adjustments. The PPC recommended that Transgenders at sexual risk and Transgender injection drug users (TSR/TIDU) be considered a behavioral risk group. Additionally, the PPC recognized the continued importance of placing the highest priority for prevention resources on people of color, youth and persons living with HIV within each BRG and special population and forwarded recommendations accordingly.

The methodologies used by the HIV Epidemiology Program to estimate HIV prevalence and incidence (Table 1) are outlined below, including some of the limitations of these methodologies. The seven prioritized BRGs include:

- Men who have sex with men (MSM);
- Men who have sex with men and women (MSM/W);
- Men who have sex with men who are also injection drug users (MSM/IDU);
- Heterosexual male injection drug users (HM/IDU);

- Female injection drug users (F/IDU);
- Women at sexual risk (WSR) and their partners, and;
- Transgenders at sexual risk/Transgender injection drug users (TSR/TIDU) and their partners.

Additional priority populations include:

- Persons living with HIV/AIDS (PHIP);
- Youth (persons 24 years of age and younger), and;
- American Indians/Alaskan Natives.

BRG categories are mutually exclusive and persons at risk for HIV are counted in only one BRG category. Unprotected sexual intercourse and/or the sharing of injection drug paraphernalia are behaviors that place individuals at risk for HIV infection. Several risk co-factors play a role in elevating HIV infection or transmission risk, including the use of crystal methamphetamine, the presence of ulcerative sexually transmitted diseases, and the number of sexual risk partners, among others.

Advancing HIV Prevention Initiative and Other Complementary HIV Prevention Programs and Funding

On April 17, 2003, the CDC announced a new HIV prevention initiative, “Advancing HIV Prevention (AHP): New Strategies for a Changing Epidemic.” The aim of the AHP Initiative is to reduce barriers to early diagnosis of HIV infection and increase access to quality medical care, treatment, and ongoing prevention services for HIV-positive persons and their partners. The initiative is intended to complement, expand or strengthen existing HIV prevention efforts in local jurisdictions, including Los Angeles County, and consists of four strategies for HIV prevention:

Make HIV testing a routine part of medical care;
Implement new models for diagnosing HIV infections outside medical settings;
Prevent new infections by working with persons diagnosed with HIV and their partners, and
Further decrease perinatal HIV transmission.

The CDC further defined the implementation of these strategies through seven activities:

- Routinely recommend voluntary HIV testing as part of regular medical care services;
- Offer rapid HIV testing in non-traditional settings;
- Routinely and voluntarily test inmates in correctional facilities for HIV;
- Offer HIV partner counseling and referral services (PCRS);
- Offer prevention case management (PCM) services;
- Offer HIV prevention services in medical care settings, and;
- Achieve universal HIV testing of pregnant women.

Through the fall of 2005, Los Angeles County will implement several pieces of the AHP Initiative as both OAPP and local community-based organizations aggressively and successfully responded to this national RFP. These programs and efforts will be a critical complement to programs and services funded through this RFP. In addition to the prevention efforts supported

by the CDC's AHP Initiative, other new and ongoing programs will continue locally for several years. Listed below are existing or anticipated HIV prevention efforts by funding source.

Funding Source	Service
CDC (Program Announcement 04064 for Directly funded CBO's.)	HE/RR, HCT and PCM for risk groups throughout Los Angeles County
CDC (Advancing HIV Prevention Initiative)	Mobile and storefront-based rapid HIV testing
CDC (Advancing HIV Prevention Initiative)	Routine rapid HIV testing in high volume, high prevalence ambulatory care settings
CDC (Advancing HIV Prevention Initiative)	Routine Rapid HIV Testing to improve Partner Counseling and Referral Services
HRSA (Special Projects of National Significance – Informational Technology)	Enhancement of HIV Information Resources System to improve HCT disclosure rates and HIV-positive client's linkage to medical care
HRSA (Special Projects of National Significance – Prevention with HIV Infected Persons)	HIV prevention clinician training and delivery of prevention prescriptions to PLWHA in medical care settings
California Office of AIDS (Two Programs)	Prevention with HIV Infected Persons Training targeted to providers throughout California
California Office of AIDS	HIV harm reduction for injection drug users

III. Availability of Funds

OAPP plans to purchase HIV prevention services totaling approximately \$15 million under this RFP. The amount of funding available to support these services is subject to variance depending upon changes in available local, State and federal resources. In accordance with County policy, OAPP will review various factors in making funding recommendations including, but not limited to, overall cost effectiveness, technical expertise, experience in providing proposed program activities and meeting past program goals, and demonstrated responsibility in delivering contracted services.

For purposes of this RFP, HIV prevention services will be purchased under the following five categories at the identified total available amounts. Consistent with recommendations by the PPC, under some funding categories and for specific behavioral risk groups, a minimum **subportion** (not additional portion) of the total amount available will be earmarked for programs and services serving either persons living with HIV/AIDS and/or persons who are 24 years old or younger under that program category or BRG category.

OAPP will allocate resources across the eight service planning areas consistent with the Geographic Estimate of Need (GEN) model developed by OAPP and endorsed by the PPC for the purposes of distributing resources consistent with need.

SERVICE PLANNING AREA	GEN
SPA 1: Antelope Valley	2.03%
SPA 2: San Fernando	14.78%
SPA 3: San Gabriel	11.28%
SPA 4: Metro	25.90%
SPA 5: West	4.89%
SPA 6: South	15.95%
SPA 7: East	10.36%
SPA 8: South Bay	14.81%

Category 1A: HIV Health Education/Risk Reduction Counseling (\$10,460,000)

OAPP will fund between thirty-five and forty-five programs between \$150,000 and \$350,000 annually to provide HIV health education and risk reduction services to identified behavioral risk group and priority populations in Los Angeles County. Under this category, OAPP will fund a broad cross-section of outreach, individual-level, group-level, community level, and health promotion interventions targeted to HIV-positive and HIV-negative persons of the identified behavioral risk groups under a cost-reimbursement fee structure. All programs proposing to serve persons living with HIV must develop and integrate a partner elicitation strategy into their respective program designs.

Also under this category, OAPP will fund one HE/RR program up to \$240,000 to serve inmates in all Los Angeles Sheriff's Department custody facilities. Services should be delivered in these facilities proportionate to inmate distribution across these facilities.

Behavioral Risk Group	Total Amount Available	Minimum PHIP Amount	Minimum Youth Amount
Men Who Have Sex With Men	\$6,276,000	\$1,255,200	\$1,255,200
Men Who Have Sex With Men and Women	\$1,046,000	\$104,600	\$156,900
Men Who Have Sex With Men Who are also Injection Drug Users	\$418,400	\$83,680	\$0
Heterosexual Men Who Inject Drugs	\$418,400	\$0	\$0
Female Injection Drug Users	\$209,200	\$0	\$0
Women at Sexual Risk and Their Partners	\$1,255,200	\$125,520	\$251,040
Transgenderers at Sexual Risk/Transgender Injection Drug Users and Their Partners	\$836,800	\$167,360	\$167,360
	\$10,460,000.00	\$1,736,360.00	\$1,830,500.00

Category 1B: HIV Counseling and Testing (\$3,000,000)

Under this category, OAPP will fund HIV counseling and testing services targeted to persons of unknown HIV status in a broad cross-section of venues throughout Los Angeles County under a fee-for-service structure or modified fee-for-service structure depending on the venue type (e.g.

jail) or testing modality type (e.g. mobile testing unit). OAPP will support testing in the following areas of emphasis and funding ranges:

- Up to eight rapid and non-rapid HIV testing programs at community-based and storefront locations funded between \$100,000 and \$150,000 under a fee-for-service structure and all with an emphasis on confidential testing.
- Up to four rapid and non-rapid mobile-unit based HIV/STD testing programs, funded between \$100,000 and \$200,000 under a modified fee-for-service structure and all with required confidential HIV/STD testing. Resources are not available to purchase new vehicles. Applicants under this category are not required to be a currently funded mobile-unit testing provider. Successful applicants will operate a County-owned mobile unit. Funding levels will include up to \$30,000 for vehicle operating expenses on a cost-reimbursement structure. For details on other allowable operating costs please see budget instructions for modified fee-for-service contracts.
- Up to three rapid and non-rapid mobile-unit based HIV/STD/Hepatitis A, B, and C/TB (multiple morbidity) testing and vaccination programs, funded between \$200,000 and \$300,000 under a cost reimbursement structure and all with required confidential multiple morbidity testing and vaccination services that follow a jointly developed OAPP/provider algorithm. Resources are not available to purchase new vehicles. Applicants under this category are not required to be a currently funded mobile-unit testing provider. Successful applicants will operate a County-owned mobile unit. Funding levels will include up to \$30,000 for vehicle operating expenses.
- One rapid HIV testing program in jail settings, funded between \$150,000 and \$200,000 under a modified fee-for-service structure and with required confidential testing. For details on allowable operating costs please see budget instructions for modified fee-for-service contracts.
- Up to eight rapid and non-rapid testing services programs in county STD clinics funded up to \$75,000 under a fee-for-service structure and all with confidential testing only.

HCT awards will be made along the following targeted amounts:

Behavioral Risk Group	Total Amount Available	Minimum Youth Amount
Men Who Have Sex With Men	\$1,800,000	\$360,000
Men Who Have Sex With Men and Women	\$300,000	\$45,000
Men Who Have Sex With Men Who are also Injection Drug Users	\$120,000	\$0
Heterosexual Men Who Inject Drugs	\$120,000	\$0
Female Injection Drug Users	\$60,000	\$0
Women at Sexual Risk and Their Partners	\$360,000	\$72,000
Transgenders at Sexual Risk/Transgender Injection Drug Users and Their Partners	\$240,000	\$48,000
	\$3,000,000.00	\$525,000.00

Furthermore, please note that in accordance with the resource allocations setting of the PPC, one percent of the combined HE/RR and HCT funding has been set aside to serve American Indians/Alaskan Natives. Through this RFP OAPP is expecting to fund one combined HE/RR and HCT proposal targeting this population.

Category 2: Partner Counseling and Referral Services (\$240,000)

Under this category, OAPP will fund one partner counseling and referral services program at a level not to exceed \$240,000 annually, to support the delivery of partner counseling and referral services (including partner elicitation and partner notification services) to HIV-positive persons throughout Los Angeles County under a cost-reimbursement fee structure. Partner elicitation efforts funded under this category will be complemented by partner elicitation efforts provided by HCT providers and reimbursed under the OAPP fee-for-service structure.

Category 3: Prevention Case Management (\$500,000)

Under this category, OAPP will fund up to six prevention case management programs at a combined level not to exceed \$500,000 annually, to support the delivery of prevention case management to high-risk HIV-negative and HIV-positive persons throughout Los Angeles County under a cost-reimbursement fee structure.

Behavioral Risk Group	Total Amount Available	Minimum PHIP Amount	Minimum Youth Amount
Men Who Have Sex With Men	\$300,000	\$60,000	\$60,000
Men Who Have Sex With Men and Women	\$50,000	\$5,000	\$7,500
Men Who Have Sex With Men Who are also Injection Drug Users	\$20,000	\$4,000	\$0
Heterosexual Men Who Inject Drugs	\$20,000	\$0	\$0
Female Injection Drug Users	\$10,000	\$0	\$0
Women at Sexual Risk and Their Partners	\$60,000	\$6,000	\$12,000
Transgenderers at Sexual Risk/ Transgender Injection Drug Users and Their Partners	\$40,000	\$8,000	\$8,000
	\$500,000	83,000	\$87,500

Category 4: School-based Programs (\$400,000)

Under this category, OAPP will fund up to two (2) school-based structural intervention prevention programs each at a level not to exceed \$200,000 annually, to support the delivery of a school-based structural intervention targeted to teachers, school administrators and parent/teacher associations in non-Los Angeles Unified School Districts throughout Los Angeles County under a cost-reimbursement fee structure.

Category 5: HIV Prevention Program Evaluation, Technical Assistance and Evaluation (\$400,000)

Under this category, OAPP will fund one project at up to \$400,000 annually, to support the delivery of HIV prevention program development technical assistance and evaluation by an research or academic entity which will employ a team of high-level behavioral scientists with expertise in program design, behavior change theory and program evaluation and knowledge of national HIV prevention program indicators and areas of evaluation focus under a cost-reimbursement fee structure.

FUNDING SUMMARY

Funding Category	Amount	Funding Range	Estimated Number of Funded Programs
1A – HE/RR	\$10,460,000	\$150,000 - \$350,000	35-45
1B – HCT	\$3,000,000	\$75,000 - \$300,000	24
2 – PCRS	\$240,000	Up to \$240,000	1
3 – PCM	\$500,000	\$60,00 - \$100,000	6
4 – School Based	\$400,000	Up to \$200,000	2
5 – Evaluation/TA	\$400,000	Up to \$400,000	1
TOTAL	\$15,000,000	\$60,000 - \$400,000	69-79

LIMITATIONS OF FUNDING

Los Angeles County shall not in any way be liable or responsible to a Proposer or any third party for any costs incurred in connection with the preparation or submission of any proposal, in connection with the modification of any of the Proposer's operations in response to this RFP, in connection with a Proposer's protest of the contract award process, or in connection with the contract negotiation process.

IV. Contract Term

OAPP plans to have an overall contract term for a period of four (4) years, subject to changes in local, State and federal resources, from January 1, 2005 through December 31, 2008, consistent with the Centers for Disease Control and Prevention (CDC) five-year plan, which began on January 1, 2004 and ends December 31, 2008.

The contract term shall include an initial two-year term and one two-year renewal option. The renewal options will be at the sole discretion of the Director of Health Services or his/her designee. The Director of Health Services or his/her designee may extend the final contract term on a month-to-month basis for up to six months, at his/her sole discretion. The contract shall commence after approval by the Los Angeles County Board of Supervisors, but not prior to January 1, 2005.

When responding to this RFP, Proposers should submit a budget reflective of a twelve (12) month contract term from January 1 through December 31, 2005. Depending on the funding source of the funded proposals (CDC, California Office of AIDS or Los Angeles County), the annual

contract periods may vary and need to be adjusted (January 1 through December 31 or July 1 through June 30). Please refer to the *Forms* section of this RFP for additional budget instructions (page 77). Continued funding beyond the first and subsequent terms will be dependent upon contractor performance and the availability of funding.

V. Minimum Mandatory Eligibility Requirements and Funding Preferences

Interested and qualified Proposers under any funding categories (1A, 1B, 2, 3, 4 and 5) that can demonstrate their ability to successfully provide the required services outlined in the *Statement of Work* section of this RFP are invited to submit proposal(s) for any of the funding categories, provided they meet the following requirements.

- Proposer is a public entity, or a university or research institution, or a 501(c)(3) private nonprofit, not-for-profit or for-profit provider. It is OAPP's policy to reimburse expenses for services provided by contracted not-for-profit agencies possessing 501(c)3 status under the U.S. Internal Revenue Code. Only under unusual circumstances in which no such appropriate service provider can be located will OAPP consider an exception to this policy and enter into a contract with a for-profit agency;
- Proposer must certify intent to comply with all applicable local, State and federal client-level reporting requirements, including, but not limited to an intent to use the HIV Information Resources System (HIRS);
- Proposer must certify intent to deliver HIV prevention services at hours that maximize service delivery and are consistent with client need. Evening service delivery hours will be necessary as will be a departure from the traditional 9:00 am to 5:00 pm Monday through Friday service delivery schedule;
- Proposer must comply with the proposal format and requirements set forth in the *Proposal Submission Requirements* section of this RFP;
- Proposer must certify intent to comply with the County's Child Support Compliance Program (Form 4A);
- Proposer must certify intent to comply with the County's Jury Service Program (Form 12);
- Proposer must respond positively to a willingness to hire GAIN/GROW participants (Form 16).
- Proposer must complete the Prospective Contractor References (Form 17). References will be contacted to verify minimum requirements. Agencies that have recent OAPP contracts (contracted with OAPP within the last 3 years) should list OAPP as the first reference.
- Proposers must outline plans for identifying key staff to work closely with Behavioral Scientists and OAPP staff to enhance agency capacity for developing and implementing evidence-based interventions and outcome-based evaluation plans.

Additional minimum eligibility requirements for each funding category are as follows:

Category 1A: HIV Health Education and Risk Reduction Counseling

- Proposer must demonstrate at least three years targeting and successfully engaging the intended behavioral risk group;

- Proposer must comply with all applicable outreach, individual-level and group-level program indicator data collection and reporting requirements.

Category 1B: HIV Counseling and Testing

- Proposer must understand and promote the benefits of confidential HIV-antibody testing services;
- Proposer must comply with all California HIV non-names reporting requirements under a timeline defined by OAPP in partnership with the HIV Epidemiology Program;
- Proposer must demonstrate at least three years experience providing HCT services consistent with State and local guidelines;
- Proposer must demonstrate past compliance with HCT behavioral risk group and return rate standards or articulate a plan to reach these goals if past standards were not met;
- Proposer must demonstrate strong counselor retention history or develop a counselor retention plan if counselor retention has been poor or counselor turnover has been high;
- If rapid HIV-antibody testing services are proposed, Proposer must provide evidence of a State-issued Certificate to deliver a Clinical Laboratory Improvement Act (CLIA)-waived test or submit a plan to meet this requirement;
- If jail-based rapid HIV testing services are proposed, Proposer must secure a signed letter of support from the Los Angeles Sheriff Department's (LASD) Community Services Division delineating sufficient provider experience, expertise and cultural sensitivity to deliver HCT services in these venues consistent with LASD and OAPP guidelines;

Category 2: Partner Counseling and Referral Services

- Proposer must be certified by the Department of Health Services to provide field-based partner notification services.

Category 3: Prevention Case Management

- Proposer must demonstrate at least three years experience providing prevention case management services to persons at risk for HIV infection or living with HIV, and evidence of positive client risk reduction outcomes.

Category 4: School-based Programs

- Proposer must demonstrate at least two years experience working with school boards, parent/teacher associations, teachers or school administrators on a health related structural intervention designed to meaningfully impact teaching to and learning of students, improve student health awareness or demonstrate positive health outcomes.

Category 5: HIV Prevention Evaluation, Technical Assistance and Coordination

- Proposer must be a research or academic institution with specialization in a field of behavioral, social science or epidemiology, and demonstrate experience with the design, evaluation and implementation of research projects in a behavioral or social science field.
- Proposer must have at least three year's experience monitoring, auditing and evaluating HIV prevention services provided by contractors to governmental agencies.

VI. Evidence- and Theory-based Interventions, Program Descriptions, Definitions, Standards and Indicators

Evidence- and Theory-based Interventions

The benefits and impact of evidence- or behavior change theory-based HIV prevention interventions is increasingly clear. In recent years, an increased emphasis on the development and implementation of rigorously evaluated prevention programming has taken place. Our federal partners have strongly encouraged the adaptation and tailoring of evidence-based interventions and have provided a range of reference documents and source materials (e.g. CDC Program Announcement 04064 Application Guidance, Diffusion of Effective Behavioral Interventions documents) for use by local health departments and community-based providers. Local health departments are charged with ensuring that HIV prevention programs recommended for funding are supported by sufficient scientific evidence or theory. In response to this charge, over the last several years, OAPP has increased the capacity of prevention providers to understand behavior change theory through formal training opportunities and by the co-sponsorship (with the Center for HIV Identification, Prevention and Treatment Services) of symposia that have featured leading national HIV prevention behavioral scientists. OAPP recognizes that a select number of group, individual, and community level interventions that have demonstrated some level of efficacy have been identified by our federal partners for **adaptation or tailoring** throughout the country. These include Street Smart, Mpowerment, Safety County, Popular Opinion Leader, Community PROMISE, among others. OAPP encourages providers to review the basis for which these interventions have been endorsed by the CDC, but does not obligate you to adapt or tailor any one of these interventions for purposes of this RFP. OAPP does however expect that sufficient programmatic evidence (i.e. outcome evaluation) be provided to support your program design.

OAPP understands and maintains that multiple types of evidence can be used to support an intervention. For purposes of this RFP, OAPP will consider the following four types of evidence and offers this synopsis of evidence or theory-based interventions to guide the development of select interventions including group-level interventions, individual level interventions, community level interventions, structural intervention and prevention case management activities.

- Evaluation of the same intervention;
- Evaluation of a similar intervention;
- Theory from the scientific literature, and;
- Informal theory.

Evaluation of the Same Intervention

With this type of evidence, the proposed intervention is identical to one that has already been evaluated and shown to be effective. Congruence must exist between the proposed intervention and the evaluated intervention with regard to the population served, intervention setting, and core elements of the intervention. Though core elements may vary, for two interventions to be considered the same, contractors are encouraged to use the same content, format, and method of delivering the intervention and to deliver the same number and length of intervention sessions.

Example: A contractor proposes to conduct a GLI for African American MSM who are in an urban setting. The intervention was previously conducted and evaluated in a different city, but with the same population. Core elements of the intervention will be replicated including using the same curriculum and materials, focusing on the same content, conducting the same number of group sessions, and utilizing peer educators who have been trained to deliver the intervention.

The financial resources available may challenge the feasibility of replicating exactly a previously evaluated intervention (e.g., the same level of funding is not available with a jurisdiction). If this occurs, "evaluation of a similar intervention" may be the best choice.

Evaluation of a Similar Intervention

With this type of evidence, the proposed intervention is similar, though not identical, to an intervention that has already been evaluated. Although modifying a previously evaluated intervention may compromise its effectiveness, it may be necessary if available resources cannot support full implementation of the evaluated intervention or if the intervention needs to be adapted to be culturally appropriate for a different population and setting.

Generally, "evaluation of a similar intervention" means that there are differences between the proposed intervention and the previously evaluated intervention in one or more of the following areas: population served; intervention setting, content, and format; method of delivering the intervention; and the number and length of interventions session. If differences are too significant between the proposed and the previously evaluated intervention, the prior evaluation may no longer provide sufficient evidence to support using the proposed intervention.

Example: A contractor proposes to conduct an ILI for rural heterosexual Latinas. A similar intervention has been evaluated with heterosexual African American women in a rural setting. The intervention plan explains how the risk assessment protocol and educational materials used in the evaluated intervention have been adapted to be culturally and linguistically appropriate for Latinas. The number and length of intervention sessions and the risk reduction skills addressed in each session remain the same.

Theory from the Scientific Literature

With this type of evidence, the proposed intervention is based on formal behavioral science theory, social science theory, or some other theory that is published in the scientific literature. The theory is divided into component parts (e.g., skills, self-efficacy) and corresponding intervention elements are then developed (e.g., intervention activities to develop condom use skills and increase self-efficacy to use condoms). When using this approach, the intervention plan cannot simply mention a theory. It must explain how the theory is integrated into the content, format, and delivery of the intervention.

Example: A contractor proposes to conduct a prevention case management intervention based on the Stages of Change theory. The intervention plan summarizes the theory, explains how it will be used to assess client readiness for behavior change, and describes how counseling strategies will

be targeted to the client's stage. The plan includes an example of a risk assessment tool based on the Stages of Change theory.

A brief summary of behavioral science theories is included below. Another resource that describes behavioral science theories and their application to health programs is 'Theory at a Glance, A Guide for Health Promotion Practice,' National Institutes of Health (NIH), September 1997 (NIH publication number 97-3896).

Behavioral Theory	Brief Description
<i>Health Belief Model</i>	Proposes that an individual's actions are based on four (4) key beliefs. This model identifies key elements of decision-making such as the client's perception of susceptibility, perceived severity of the illness, perceived benefits of performing a behavior, and the perceived barriers to prevention.
<i>Theory of Reasoned Action</i>	Intention is the main influence on behavior. Intention is defined as the combination of personal attitudes toward the behavior as well as the opinions of peers, both heavily influenced by the social milieu.
<i>Social Cognitive Theory</i>	Describes learning as a social process influenced by interactions with other people. In the Social Cognitive Theory, physical and social environments are influential in reinforcing and shaping the beliefs that determine behavior (reciprocal determinism). A change in any one of the three (3) components behavior, physical, or social environments will influence the remaining two. Self-efficacy is also an essential component of the theory. It is the client's belief that he or she is capable of performing the new behavior in the proposed situation.
<i>AIDS Risk Reduction Model</i>	To change behavior the client must first identify and "label" the behavior as risky. Then the client must make a commitment to reduce the risky behavior and change his or her behavior. Factors influencing movement between these stages include fear/anxiety and social norms.
<i>Diffusion of Innovation</i>	Describes how new ideas or behaviors are introduced and become accepted by a community. People in the same community adopt new behaviors at different rates and respond to different methods of intervention.
<i>Transtheoretical Model (Stages of Change)</i>	Explains the process of behavior change from not being aware of the negative effects of a behavior, to maintaining safer behaviors. The five (5) stages are pre-contemplation, contemplation, preparation, action, and maintenance. Different stages exist in the same population. Clients do not necessarily pass through stages sequentially and may repeat stages.
<i>Harm Reduction</i>	Accepts that while harmful behaviors exist, the main goal is to reduce their negative effects. Harm Reduction examines behaviors and attitudes of the client to offer ways to decrease the negative consequences of the targeted behavior.

<i>Popular Education</i>	The belief that teachers and students both have strengths and should learn reciprocally from each other. Group discussions examine problems and develop solutions to personally empower people to change their environment, thereby influencing their subsequent actions.
<i>Empowerment Theory</i>	Explains how groups of people change through a process of coming together to share experiences, understand social influences and collectively develop solutions to problems.

Informal Theory

With this type of evidence, the proposed intervention is based on a theory that is not described in conventional theoretical language and is not published in the scientific literature. The distinction between an informal and formal theory is subtle. Informal theory usually describes a contractor's "practice wisdom" (i.e., knowledge that comes from working with or being a member of a population) and is explained in lay terms. For example, the concept of "self-efficacy" from the behavioral science literature on Social Learning Theory may be stated as "confidence to use condoms" by someone not familiar with the formal language of behavioral science. Health departments are encouraged to work with their contractors to ensure that informal theory provides a logical explanation of why the population is at risk and to help them describe how the theory is integrated into the content, format, and delivery of an intervention that will address that risk.

Example: A contractor describes an informal theory by stating that some people are at risk for HIV because they lack confidence in their ability to use condoms, because they don't know how to talk about condom use with their sex partners, and because there are not enough positive role models in the community promoting condom use. The intervention plan describes a peer-led, individual-level counseling intervention focusing on condom use attitudes and skills, emphasizing the role of peer counselors as positive role models to promote the use of condoms.

Summary

OAPP will use any of the four types of evidence to determine whether intervention plans are supported by sufficient evidence. Two examples are provided below to further illustrate the difference between interventions that do and do not have sufficient evidence.

Sufficient Scientific Evidence: A contractor proposes to conduct an outreach intervention with MSM in public sex environments. This intervention replicates a previously evaluated outreach intervention conducted in public sex environments with the same population in a similar city.

Insufficient Scientific Evidence: A contractor proposes to conduct an outreach intervention with MSM. The intervention has not been evaluated and it does not appear to be adapted from an intervention that has been evaluated. Although the intervention plan mentions the Health Belief Model, there is no explanation of how the theory was used to develop the intervention. No other theory, formal or informal, is mentioned in the intervention plan.

Applying Behavioral Theory to Prevention

Interventions developed by local providers are often the result of multiple sources of information. Professional and community experience is a critical source of important, practical information. In addition to practical experience, it is important that interventions have a basis in evidence or theory. Care must be taken in making this assessment to determine the extent to which the evidence has actually been used and not just referred to in the proposal. It is important that program components or elements are based on behavioral theory.

Theories can give HIV program planners a framework for the goals of the intervention, or help explain aspects of risk-taking behavior when working with a new population. Using theories to design HIV prevention interventions can help improve programs saving valuable time and resources. The previously referenced theories are not mutually exclusive, but can work together to guide effective programs.

Program Descriptions, Definitions, Standards and Indicators

The development of the intervention and sub-intervention definitions, standards and indicators provided below were informed by a review of the Centers for Disease Control and Prevention's (CDC), *Guidelines for Health Education and Risk Reduction Activities*, US Department of Health and Human Services, 1995, the CDC's *Evaluating CDC-Funded Health Department HIV Prevention Programs: Volume 1 - Guidance & Volume 2 - Supplemental Handbook, Glossary of Terms*, June 2001, the State of California, Department of Health Services, *Office of AIDS, HIV Counseling and Testing Guidelines, Policy and Recommendations*, 1997 and the CDC's *HIV Prevention Health Department Program Guidance*, 2003. In addition, some definitions or terms have been added or enhanced to reflect the Office of AIDS Programs and Policy's position on HIV prevention activities based on their implementation locally and historically.

In 2003, the CDC released a number of **Core Indicators** for HIV prevention programs across the county. The specific core indicators are listed under each intervention description below. Funded programs are required to collect core indicator data to measure program outcomes.

CATEGORY 1A:

HIV Health Education/Risk Reduction Counseling (\$10,460,000)

This category includes outreach, individual-level interventions, group-level interventions and community-level interventions consistent with the definitions and descriptions provided below. This category is intended to increase knowledge, awareness and skills to decrease the prevalence of HIV risk behaviors, to maintain and reinforce risk reduction behaviors and create community norms and values that support HIV risk reduction efforts, learning of one's HIV status and disclosure of HIV status, when appropriate. This category will secondarily serve as a vehicle to refer HIV at risk persons of unknown HIV status to available HIV counseling and testing services.

Under this category, OAPP will fund one program targeted exclusively to American Indians/Alaskan Natives (AI/AN), irrespective of behavioral risk group identification and at a level not to exceed \$140,000. The proposed program should include a Health Education/Risk Reduction component designed consistent with the guidelines provided in this RFP and should also include a HIV counseling and testing component designed to diagnose AI/AN with HIV.

Proposed HE/RR programs may focus on a singular behavioral risk group, or may target a primary and secondary behavioral risk group. OAPP will consider prevention program designs that include any variation of the HE/RR interventions mentioned below, provided the program design is sound and consistent with a continuum of HIV service delivery. OAPP will also consider proposals that effectively integrate HE/RR and HCT program services targeted to the same behavioral risk group. In these instances, OAPP will implement a cost reimbursement structure for HE/RR services and a fee-for-service or modified fee-for-service structure for HCT services. Proposer may submit a single proposal for Category 1 A and Category 1 B, but must submit two separate program budgets.

Tailoring Services Based on HIV Status

HE/RR services must be tailored for targeted behavioral risk groups and populations. Because of the specificity of the services, curricula, and programs, OAPP requests that you include, in your proposal, a plan that demonstrates how your health education risk reduction intervention will incorporate HIV counseling and testing strategies. For effective service provision, clients must know their HIV status in order to align them with the best-matched services. Strategies can include a proposal to fully integrate HIV counseling and testing through the development of a continuum of care model, so that HCT is an integral and consistent component of HE/RR services. Additional strategies can include a formal plan to offer HCT through a partnership with other community based HCT providers who target the particular populations that you intend to serve. Lastly, to substantiate and strengthen your proposal, you can also include a protocol that provides the details you intend to implement as a part of your HE/RR services to make available testing services. Proposers scopes of work should also include objectives and implementation activities that support this integration and partnership.

All proposed programs must measure the prevention program indicators identified below as a condition of award. OAPP will not support versions of outreach, individual-level interventions (ILI's), group-level interventions (GLI's), and community-level interventions (CLI's) that are not consistent or are incongruent with the definitions provided.

OUTREACH DEFINITION

HIV/AIDS educational interventions are generally conducted by peer or paraprofessional educators face-to-face with high-risk individuals in neighborhoods or other areas where the agency's target population gathers. Examples of sites might include streets, bars, parks, bathhouses, shooting galleries, etc. The primary purpose of outreach is recruitment of individuals of behavioral risk groups into more intensive services. These interventions are conducted by program staff in person with high-risk/hard-to-reach individuals. Condoms, bleach, safer sex kits (e.g., condoms/latex barriers with instructions, lubricants), promotional and educational materials may be distributed.

Other aspects of outreach include that the outreach worker discusses the agency's or other HIV/AIDS programs and how the individual can benefit from these services. The outreach worker may also ask a few questions to assess risk behavior(s). If individuals are interested in the program, the outreach worker will collect the client's name, address, and phone number to set up an appointment for intake or a linked referral. A referral mechanism for measuring the use of referral services is required.

Minimum Outreach Indicator

The mean number of outreach encounters required to get one person to access any of the following services: HIV counseling and testing services, sexually transmitted disease screening or testing services, an individual level intervention services, a group level intervention service, or prevention case management.

INDIVIDUAL-LEVEL INTERVENTIONS (ILI) DEFINITIONS

Health education and risk-reduction counseling provided to one individual at a time and either face-to-face or via the Internet. Individual level interventions assist clients in making plans for individual behavior change, provide ongoing appraisals of the client's own behavior, and includes skills-building activities. These interventions also facilitate linkages to services in both clinic and community-based settings (e.g., substance abuse treatment settings, HIV counseling and testing services) and are intended to support behaviors and practices that prevent transmission of HIV.

Note: According to a strict categorization, outreach and prevention case management also are individual-level interventions. However, ILI's exclude outreach, prevention case management, and HIV counseling and testing which each constitutes their own intervention.

Risk-Reduction Counseling: One-on-one counseling sessions should focus on the understanding of human behavior (why people do what they do), identifying the personal factors that affect actions (self-efficacy, social situations, and cultural norms), knowledge, skills building, and behavior change activities (safer sex practices, proper condom/latex barrier use and demonstration, needle cleaning techniques). The counseling sessions will be conducted by trained program staff. Internet activities such as chat rooms or internet counseling also fall under this category. **One-on-one risk reduction counseling must include a thirty (30), sixty (60) and ninety (90) day follow-up component to assess risk reduction behaviors over a period of time or an alternative follow-up schedule approved by OAPP.**

One-on-One Internet Risk Reduction Counseling: Risk Reduction Counseling activities conducted on the internet are generally targeted to gay, bisexual and/or MSM and MSM/W populations. This type of intervention should have a clear engagement and screening process to determine client eligibility (e.g., BRG, zip code etc.), client identifier, and document client-level data. The agency should develop an evaluation plan designed to document outcomes and measures of success. Agencies must document an existing relationship with an Internet service provider or website in the RFP to show evidence of necessary capacity for successful implementation of the project. Internet activities must have a protocol describing how clients will be recruited, topics to be discussed, and the method of documenting Internet sessions.

Minimum Individual Level Intervention Indicators

- **Proportion of persons that completed the intended number of individual level intervention sessions.**
- **Proportion of the intended number of the target population to be reached with the individual level intervention who were actually reached.**

GROUP LEVEL INTERVENTIONS (GLI) DEFINITIONS

Health education and risk-reduction counseling that shifts the delivery of service from the individual to groups of varying sizes. Group-level interventions include peer and non-peer models involving a wide range of skills, information, education, and support. Group level interventions must have a multiple session component thereby including at least three (3) sessions in its design with a follow-up component.

Note: Many providers may consider general education activities to be group-level interventions. However, for the purposes of this RFP, GLI does not include “one-shot” educational presentations or lectures, particularly if they lack a skill development component. These types of activities should be included in the Health Communication/Public Information category.

Group Risk Reduction Counseling: Small group counseling sessions focusing on behavior change activities, such as safer sex practices, proper condom/latex barrier use and demonstration, and needle cleaning techniques, and conducted by trained program staff. Any group level intervention that lacks a skills component (e.g., “HIV 101” only workshops) is excluded from this category. “One shot” educational sessions are considered Health Communication/Public Information interventions. Group risk reduction counseling interventions should range from a series of three (3) sessions (or modules) to six (6) sessions.

Group risk reduction counseling sessions follow the close-ended group model (as opposed to the open-ended model). Close-ended groups are structured, have a defined lifespan, and are also likely to set membership limits. The closed group allows for important continuity and facilitating the development of trust among members, as they get to know each other over time. The closed group model is more suitable to the establishment of client-specific outcome objectives that can

be monitored over time (e.g. self-reported increased condom use with sexual partners at the end of four (4) weeks of group attendance). This differs from open-ended support group sessions that are less structured, informal and are geared to risk reduction behavior maintenance.

Note: Closed-ended groups are usually finite and open-ended groups are usually ongoing.

Support Group Counseling: Support group counseling programs are informal groups that encourage maintenance of newly acquired risk reduction behaviors. Support groups are usually open-ended with open enrollment and where extended life is more suited to member's needs. By being open-ended, potential members are able to drop in when they need to and thus avoid the wait for new groups to form. This type of group is likely to appeal to the individual whose commitment to the group's process is initially limited. The open-ended model, because of its unpredictable structure and enrollment, may be more amenable to process evaluation (e.g., percentage of agency's clients attending a determined number of sessions). Clients must attend at least three (3) support group counseling sessions.

Group support counseling sessions are less structured than group risk reduction counseling and are NOT psychotherapy groups. Support groups can be conducted by trained, self-identified members of the behavioral risk group, population, or community (peer support counseling) or a trained professional or para-professional. Support group counseling requires a protocol and discussion topic guide. Support group counseling cannot be a stand-alone intervention and must accompany either group or individual risk reduction counseling sessions to help maintain/reinforce the skills building and risk reduction behaviors discussed in the risk reduction counseling sessions.

Peer Health Educator (PHE): Peer education implies a role-model method of education in which trained, self-identified members of the client population provide HIV/AIDS education to their behavioral peers. This method provides an opportunity for individuals to perceive themselves as empowered by helping persons in their communities and social networks, thus supporting their own health enhancing practices. At the same time, the use of peer educators sustains intervention efforts in the community long after the professional service providers are gone. Peer Health Educators will not replace an agency's professional health educators, but they can complement the intervention team and enhance intervention efforts. Peer Health Educators must complete and pass a certification course developed by an agency that provides the Peer Educator with the skills and knowledge to assist in health education activities.

Remember, Peer Health Educators must have defined roles and responsibilities after they are successfully trained. Peer Health Educator trainings cannot be a stand-alone intervention.

Minimum Group Level Intervention Indicators

- **Proportion of persons that completed the intended number of group level intervention sessions.**
- **Proportion of the intended number of the target population to be reached with the group level intervention who were actually reached.**

COMMUNITY LEVEL INTERVENTIONS (CLI) DEFINITIONS

These are interventions that seek to reduce risk conditions and promote healthy behaviors in a community through a focus on the community as a whole, rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilization efforts, social marketing campaigns, community-wide events, policy interventions, and structural interventions.

Community Mobilization: This is a process by which community citizens take an active role in defining, prioritizing, and addressing issues in their community. This process focuses on identifying and activating the skills and resources of residents and organizations while developing linkages and relationships within and beyond the community for the purpose of expanding the current scope and effectiveness of HIV/STD prevention.

Community Forum: A community level intervention in which information is provided to and elicited from a community.

Health Fairs/Community Events: Special events such as street fairs, job fairs, health fairs, World AIDS Day activities, and local celebrations in communities that deliver public information to large numbers of people.

Structural Interventions: This is an intervention designed to remove barriers and incorporate facilitators of an individual's HIV prevention behaviors. These barriers or facilitators include physical, social, cultural, organizational, community, economic, legal, or policy circumstances or actions that directly or indirectly affect an individual's ability to avoid exposure to HIV.

Social Marketing: A community level intervention that uses modern marketing principles to affect knowledge, attitudes, beliefs, and/or practices regarding HIV/AIDS risk, and associated behavior change and risk reduction, access to services and treatment education. Social marketing must go beyond advertising a particular service or hotline number and include an action statement. Social marketing activities must include a planning, development, and distribution phase as required by OAPP's Materials Review Protocol.

HEALTH COMMUNICATIONS/PUBLIC INFORMATION (HC/PI) DEFINITIONS

The delivery of planned HIV/AIDS prevention messages through one or more channels to target audiences to build general support for safer behavior, support personal risk-reduction efforts, and/or inform persons at risk for infection or transmission how to obtain specific services. HC/PI interventions exclude group interventions with a skills building component, which constitutes a separate intervention category.

Group Presentations: These are information-only activities conducted in-group settings; often called "one-shot" education interventions (e.g., "HIV 101" classes). Group presentations differ

from risk reduction counseling in that presentations lack a skills-building component. Group presentation cannot be a stand-alone intervention and must be complemented by at least one other HE/RR intervention.

CATEGORY 1B: HIV Counseling and Testing (\$3,000,000)

This category includes HIV risk assessment counseling, rapid and non-rapid HIV-antibody testing, disclosure counseling, post-disclosure counseling, partner elicitation counseling and referral services and is targeted to high-risk persons of unknown HIV status. Funding under this category will emphasize confidential HIV testing services and support community-based, clinic-based and mobile unit-based counseling and testing services and multiple morbidity counseling, testing, screening, and vaccination services.

Proposed HCT programs in each of the subcategories may target more than one behavioral risk group, but must clearly identify the percentage of each BRG to be served.

Consistent with a continuum of HIV service delivery, OAPP encourages proposals that effectively integrate HCT and HE/RR program services targeted to the same behavioral risk group. In these instances, OAPP will implement a cost reimbursement structure for HE/RR services and a fee-for-service or modified fee-for-service structure for HCT services under one program contract with two distinct program budgets.

All proposed HCT programs must implement the steps associated with counseling and testing services consistent with the definition below, and all funded programs must measure the prevention program indicators identified below as a condition of award.

Recent epidemiological data indicate that there is increased prevalence of Sexually Transmitted Diseases (STDs) among those at risk for HIV infection in Los Angeles County. Infection with some ulcerative STDs, including Syphilis, may also contribute to transmission of HIV. Recognizing that STDs including viral Hepatitis (A, B and C), Gonorrhea, Syphilis, and Chlamydia, are co-morbidities associated with HIV, OAPP plans to continue funding multiple morbidity demonstration programs that increase the availability of testing, provision of education, vaccination when available and appropriate, and linked referrals to medical care services.

Multiple morbidity programs will focus on delivery of comprehensive services for those at risk for HIV. These services may include screening for other STDs, vaccination for Hepatitis A and B, and referral for treatment for those testing positive for STDs, including Hepatitis C. STD screening should be targeted to those clients at risk, and the type of STD screening will depend on the specific clients seen through each multiple morbidity program. OAPP expects all programs to comply with CDC STD screening guidelines. Vaccination for Hepatitis A and B may be available to those programs targeting individuals recommended for vaccination. OAPP expects all programs to comply with CDC Hepatitis vaccination guidelines. As indicated in the vaccination guidelines, pre-vaccination serology may not be required for specific groups including, MSM, IDU and other high-risk groups. Vaccine management will be provided by LA County Immunization Program and coordinated through OAPP. There may also be funds

available through each individual program to contribute to a shared Registered Nurse to provide the vaccine administration for Hepatitis A and B throughout a 6-month vaccination schedule.

HIV COUNSELING AND TESTING (HCT) DEFINITIONS

HIV counseling and testing is an individual level intervention designed to inform persons of their HIV status. It is the voluntary process of client-centered, interactive information sharing in which an individual is made aware of the basic information about HIV/AIDS, an explanation of testing procedures and test results, a review of strategies to prevent HIV infection or transmission, a review and offering of partner counseling and referral services and the delivery of client-centered referrals.

Risk Assessment Counseling Session: This is a portion of a one-on-one client-centered discussion that encourages the client to review his or her personal risk for acquiring HIV.

Test: A Food and Drug Administration-approved HIV-antibody test to determine the presence of HIV antibodies.

Disclosure Counseling Session: This is a portion of a one-on-one client-centered discussion that informs the client of his or her HIV-antibody test results and integrates the test result in a meaningful and productive manner based on their reported risk factors and consistent with their risk reduction efforts. This session also reinforces the issues and topics discussed in a risk reduction counseling session.

Post-Disclosure Counseling Session: This is a portion of a one-on-one client-centered discussion that occurs after the disclosure session and provides the opportunity for clients to receive additional counseling, information, and referrals.

Linked Referrals: The direction of a client to a specific service as indicated by the client assessment and with the referral information provided in writing. The referral may include but not be limited to: date, client's name, agency referred to, reason for referral, and the name of the individual making the referral. The distinguishing characteristic of a linked referral is that verification is obtained regarding client's access to referred service(s).

Partner Counseling and Referral Services (PCRS): A systematic approach to notifying sex and needle-sharing partners of HIV-infected persons of their possible exposure to HIV so they can learn their HIV status, avoid infection or, if infected, prevent HIV transmission to others. PCRS helps partners gain earlier access to individualized counseling, HIV testing, medical evaluation, treatment, and other prevention services.

Partner Elicitation: The process of eliciting names of sex or needle sharing partners of an HIV-positive client.

Partner Notification: The process of informing an HIV-positive individual's sex or needle sharing partner of his or her possible exposure to HIV.

Note: Although PCRS involves multiple steps, only the partner elicitation step will be expected to be delivered by staff of community-based settings under funding in this category. Only staff or agents of the Department of Health Services will be supported to provide partner notification services at this time.

Minimum HIV Counseling and Testing Indicators

- **Percent of newly identified, confirmed HIV-positive test results among all tests reported by CDC-funded HIV counseling, testing and referral sites.**
- **Percent of newly identified, confirmed HIV-positive test results returned to clients.**
- **Percent of facilities reporting a prevalence of new HIV-positive tests equal to or greater than the jurisdiction's target as specified in the first indicator immediately above**

Note: State HIV Counseling and Testing Guidelines

The California Department of Health Services Office of AIDS (OA) recently issued guidelines to local health departments related to the support of HIV counseling and testing services in their respective jurisdictions. In response to the growing demand for HIV counseling and testing certification training by agencies or persons who deliver a minimal number of HIV counseling and testing sessions each year and the relatively low HIV seroprevalence rates at some testing sites throughout the State, OA has recommended minimum standards related to these two issues. OAPP has adopted a modified and more aggressive version of these standards for local implementation, consistent with the fact that Los Angeles County is the most impacted in the State. [The State Office of AIDS guidelines stipulate that certified HIV counselors must conduct a minimum of twelve (12) HIV counseling and testing session per month. Furthermore, each site conducting HIV counseling and testing is required to administer a minimum of 40 tests monthly, must realize an HIV-positivity rate of 0.25% or greater, and must serve a client population where more than 35% of the clients are classified as high-risk.] In Los Angeles County, these standards have been enhanced to be as follows: each site must administer a minimum of 60 tests monthly, must realize an HIV-positivity rate of 1.00% or greater, and must serve a client population where more than 85% of the clients are classified as being part of a behavioral risk group.

CATEGORY 2: Partner Counseling and Referral Services (\$240,000)

OAPP will fund one partner counseling and referral services program at a level not to exceed \$240,000 annually and targeted to HIV-positive persons and their sexual and drug using partners in Los Angeles County. The funded PCRS program must comply with all OAPP reporting requirements and be implemented complementary to the CDC-funded AHP Initiative project.

Partner notification services can only be provided by staff or agents of the Department of Health Services certified to deliver partner services, including disease intervention specialists and public health investigators. OAPP anticipates that ongoing referrals to partner notification services will be received from the following as a result of routine referral practices and/or active solicitation of referrals by the successful bidder:

- All OAPP-funded providers diagnosing persons living with HIV;
- All OAPP-funded health education, risk reduction and prevention case management providers serving persons living with HIV;
- All public and private medical care providers diagnosing syphilis among HIV-positive persons;
- All County hospitals, comprehensive health centers, STD and TB clinics diagnosing and serving persons living with HIV;
- All private medical care providers diagnosing and serving persons living with HIV.

Partner Counseling and Referral Services (PCRS): A systematic approach to notifying sex and needle-sharing partners of HIV-infected persons of their possible exposure to HIV so they can learn their HIV status, avoid infection or, if infected, prevent HIV transmission to others. PCRS helps partners gain earlier access to individualized counseling, HIV testing, medical evaluation, treatment, and other prevention services.

Partner Elicitation: The process of eliciting names of sex or needle sharing partners of an HIV-positive client.

Partner Notification: The process of informing an HIV positive individual's sex or needle sharing partner of his or her possible exposure to HIV.

Minimum Partner Counseling and Referral Services Indicators

- **Percent of contacts with unknown or negative serostatus who receive an HIV test after PCRS notification.**
- **Percent of contacts with newly identified, confirmed HIV-positive test among contacts who are tested.**
- **Percent of all contacts with a known, confirmed HIV-positive test among all contacts.**

CATEGORY 3: Prevention Case Management (\$500,000)

OAPP will fund up to six prevention case management programs at a combined level not to exceed \$500,000 annually and targeted to HIV-negative persons at high risk HIV for infection and HIV-positive persons at high risk for HIV transmission in Los Angeles County. Programs may be developed as stand-alone programs or as an adjunct component to a separately funded HE/RR or HCT program. These programs are being solicited separately given their intensity, unique recruitment designs and selective staffing patterns. Programs should consider the number of clients to be served, the needs of those clients and the services available in their area when determining the staffing levels needed. However, a typical caseload will include approximately fifteen to twenty clients for each prevention case manager. The funded PCM program must be implemented consistent with the definition provided below and comply with all OAPP reporting requirements.

PREVENTION CASE MANAGEMENT DEFINITION

Prevention Case Management (PCM) is a client-centered HIV prevention activity with the fundamental goal of promoting the adoption of HIV risk-reduction behaviors by clients with multiple, complex problems and risk reduction needs. It is a hybrid of HIV risk-reduction counseling and traditional case management that provides intensive, ongoing, and individualized prevention counseling, support, and service brokerage. It excludes any one-on-one counseling that lacks ongoing and individualized prevention counseling, support, and service brokerage.

The core elements of PCM require the assessment of HIV risk behaviors and other psychosocial and health service needs in order to provide risk reduction counseling and to assure psychosocial and medical referrals, such as housing, drug treatment, and other health and social services for HIV positive and high-risk negative persons. PCM provides intensive, individualized support and prevention counseling to assist persons in remaining HIV-negative, or to reduce the risk of HIV transmission by those persons who are HIV-positive. PCM should not duplicate services funded by psychosocial case management services (funded by the Ryan White CARE Act, State Office of AIDS or other care-specific funding streams) that support case management for HIV-positive persons.

Prevention Case Management services must follow CDC guidelines and ensure that all characteristics and components are conducted (e.g., develop a client recruitment and engagement strategy, screen and assess clients for appropriateness for PCM, develop a client centered prevention plan, establish protocols to classify clients as “active”, “inactive”, or “discharged”). PCM sessions technically begin once the client consents to the service and is successfully engaged. Please note that recruitment and screening activities occur before the engagement process. It is expected that a prevention case manager will meet at least once with the client before the client is considered a true “PCM client.” PCM clients must complete a minimum of four (4) sessions. Agencies must hire prevention case managers with the appropriate training and skills to complete the PCM activities consistent with this intervention description.

Mental Health Services

Mental health issues such as depression, low self esteem, anxiety, sexual abuse and post-traumatic stress disorder affect HIV risk reduction behaviors. In addition, many individuals suffering with mental illness may also turn to substance use as a coping strategy. Individual and/or group psychotherapy for these individuals can be offered only if paired with a Prevention Case Management program. Mental Health Practice Guidelines for Treatment of People Living with HIV/AIDS should be followed.

Minimum Prevention Case Management Indicators

- **Proportion of persons that completed the intended number of prevention case management sessions.**
- **Proportion of the intended number of the target population to be reached with prevention case management who were actually reached.**

CATEGORY 4: School-based Prevention Programs (\$400,000)

OAPP will fund up to two (2) school-based structural intervention prevention programs each at a level not to exceed \$200,000 annually to develop and provide an innovative, comprehensive HIV/AIDS training program that increases broad school-based support for HIV/AIDS education among school administration, teachers, school boards, parent-teacher organizations, parents, and school medical staff for HIV education and prevention activities. Funds are limited to programs who are not receiving support directly from the CDC for this or a similar school-based program. Funds can be used to increase the capacity of schools to deliver high-quality, up-to-date school-based HIV education programs that meet the California State mandate of HIV education. Funded providers are expected to coordinate with LAUSD programs to maximize teaching opportunities.

The proposed structural intervention must be consistent with the CDC's definition of structural interventions and must include program components and benchmarks that can be evaluated.

STRUCTURAL INTERVENTION DEFINITION

Structural interventions aim to modify the social, environmental and political structures and systems that influence the delivery of HIV prevention services. Structural interventions may impact legislation, technology and health care standards, among others to improve the delivery and/or effectiveness of HIV prevention efforts.

A critical step in the development of structural interventions is to assess the **feasibility** to accomplish the intended task and to gauge what **impact** the intervention may have. Samples of structural interventions include, but are not limited to integrating HIV/AIDS ministries into the faith-based activities, mandating HIV-antibody testing for specific offenders, modifying a standard of care to include mandatory offering of HIV-antibody testing to pregnant women or establishing standards and regulations for the operation of commercial sex venues.

CATEGORY 5: Evaluation/Technical Assistance (\$400,000)

OAPP will fund one (1) Evaluation/Technical Assistance Team of SPA-Based Behavioral Scientists, to assist providers in the development of population specific interventions and program evaluation. Up to \$400,000 will be available for one project that will employ four minimum Masters-level behavioral scientists/evaluation specialists to work within SPAs with prevention services providers and OAPP staff to coordinate SPA-specific prevention activities, identify measurable prevention intervention outcomes, to provide training and technical assistance on evaluation science and behavioral science theory, to assist in the development of evidence-based evaluation plans for interventions, and to assist in the evaluation of intervention programs and activities. The goal is to identify programs that are either effective at achieving measurable outcomes related to prevention interventions, or to identify those programs with limited effectiveness, and to create an environment for continuous improvement at the program level.

Proposers will be responsible for completing the following activities:

- Evaluate contractor responsibility and/or contractor performance, and to direct, plan and coordinate the work of several OAPP-funded agencies and organizations working on a variety of contracts.
- Communicate effectively in writing, and prepare technical assistance and progress reports.
- Monitor, review and provide technical assistance in program evaluation.
- Conduct on-site technical assistance to OAPP-funded HIV prevention contractors.
- Investigate any potential problem areas and recommend resolutions.
- Ensure that required monthly reports and evaluation activities are completed correctly and in a timely manner.
- Design and implement processing systems for process monitoring and outcome monitoring data.
- Develop and recommend standards for evaluating programs and for preparing research reports.
- Consult and advise on both existing and proposed research projects and incorporate methods of evaluation necessary for measures of effectiveness.
- Evaluate proposals for contract services; supervise the drafting of proposed contract agreements and reviews and approves documents prior to technical review and formal implementation.
- Assist in the development of guidelines, standards, and procedures for the evaluation of HIV prevention contracts in terms of quantity and quality of services provided.
- Perform other work-related duties, as assigned.
- Report to OAPP Project Manager(s).

The Proposer must develop an annual work plan, which at minimum includes the following elements: orientation training for the evaluation specialists; monitored technical assistance sessions; provision of at least three technical assistance sessions for all OAPP-funded prevention agencies, with one being specifically focused on drafting the agencies' evaluation plans; assistance with review and approval of the agency evaluation plans; participation in an assessment meeting; and continual assistance to their assigned agencies in meeting reporting and evaluation requirements.

All Behavioral Science Evaluation Specialists are required to attend all workgroup meetings and follow OAPP customer service policies and procedures when working with OAPP contracted agencies.

VII. Reporting and Other Program Requirements

All funded providers will also be expected to provide or conduct the following activities:

Client-level Tracking and Data Collection – Two of the main objectives of Los Angeles County's HIV/AIDS prevention services delivery system are to improve the integration and coordination, and employ technological and other advances to bring efficiency to the delivery system. This will be accomplished through automated client-level tracking and data management systems where providers have common intake forms, eligibility criteria, service protocols (including linked referrals) and outcome measures. Currently, there are several initiatives underway that will enhance current client reporting and, by January 1, 2005, OAPP's HIV Information Resources System (HIRS) will be available. HIRS is a new web-enabled, real-time data management system

that integrates several data collection instruments including CA State's HIV Counseling and Testing System (HIV6), the CA State's Evaluating Local Interventions (ELI) system, and CDC's HIV Prevention, Evaluation and Monitoring System (PEMS). Agency staff will enter client-level data either directly into the integrated HIRS system, or into HIV6, ELI and PEMS systems directly.

Other types of technological advances will be implemented over the course of future years for referral mechanisms, continuous client feedback and satisfaction measurements, outcome evaluation, and for other purposes. Providers will be expected to accommodate those innovations, and use them, as they become available on-line. OAPP will make sure to provide the necessary assistance to integrate these improvements into the service delivery system, provide adequate training, a backup paper-based system, and enhance the capacity of the system to adapt appropriately.

Progress Reports – Please refer to page 60 for additional information and requirements related to routine (monthly and annual) progress reports.

Evaluation Process and Outcome Measurements Almost all data collected in the monthly and annual progress reports or the HIRS database are process data. Other program performance indicators such as those listed below are required. These program performance indicators may be modified and additional program indicators may be developed at the discretion of the Director of the Office of AIDS Programs and Policy:

- Proportion of newly identified, confirmed HIV-positive test results among all tests reported by HIV counseling, testing, and referral sites
- Proportion of newly identified, confirmed HIV-positive test results disclosed to clients
- Number of HIV-positive tests (prevalence)
- Number of persons who complete the intended number of sessions for each of the following interventions individual level intervention (ILI), group level intervention (GLI), and prevention case management (PCM).
- Proportion of the intended number of the target populations to be reached with any of the following specific interventions: ILI, GLI, or PCM who were actually reached
- Average number of outreach contacts required to get one person to access any of the following services: Counseling & Testing, Sexually transmitted Disease Screenings and Testing, ILI, GLI, or PCM.
- Percent of contacts with unknown or negative serostatus receiving an HIV test after PCRS notification.
- Percent of partners with a newly identified, confirmed HIV-positive test among partners who are tested.
- Percent of partners with a known, confirmed HIV positive test among all partners.
- Number of newly diagnosed HIV infections (incidence)
- Distribution of HIV-positive tests by Behavioral Risk Group (BRG) category.
- Proportion of HIV tests by targeted BRG category.
- Number of newly diagnosed HIV infections, 13-24 years of age.

- Proportion of HIV-positive persons that complete the intended number of sessions for prevention case management (PCM)
- Percent of HIV infected persons who, after a specified period of participation in PCM, report a reduction in sexual or drug using risk behaviors or maintain protective behaviors with seronegative partners and with partners of unknown status.

Additional outcome indicators based on the program curriculum are required for inclusion in the contract Scope of Work. Routine reporting of data will be included in but not limited to monthly reports and annual evaluation progress reports. OAPP staff and OAPP contracted Evaluation and Technical Assistance staff will work with each of the funded programs on specific evaluation issues and provide technical assistance as indicated. Because OAPP is moving to the development of a consistent and cohesive evaluation effort across all programs, proposers should not budget for evaluation staff and consultants through their individual budgets.

Curricula and Educational Materials – Any materials or curriculum developed for, or used by any of the funded programs are subject to review and approval by OAPP. At least one agency staff who is responsible for the development of curricula must attend OAPP’s “Making the Connection: Developing a Comprehensive Curriculum” training.

Hours of Service – The proposed services, particularly outreach activities, must take place at hours that are consistent with the highest accessibility of clients. Prevention activities must be scheduled during evening, night hours, and weekend as appropriate.

Geographic Access – It is the intention of this RFP to make *HIV Prevention Services* available to as many Los Angeles County residents who fall into a BRG category as possible. Contracts will be awarded based on the Geographic Estimate of Need (GEN) and providers are required to identify the SPA(s) in which they propose to provide services.

Culturally and Linguistically Appropriate – Services must be culturally and linguistically appropriate for the target population(s). Providers must describe how they will use other services to reduce/eliminate language and cultural barriers.

Community Needs and Provider Expertise – Providers must design models of HIV Prevention Services that are based in behavioral science, and that address and are reflective of the community being served. Providers are expected to include the target population in the development of HIV prevention and education materials. Examples of this inclusion are: community advisory boards, consumer review of documents, focus groups, etc.

Linked Referrals – A principle goal of these services is linking clients to needed services, and particularly linking clients who test positive for HIV with the care services system.

When appropriate, provider will be expected to make “linked referrals” for clients. “Linked referrals” are not only meant to show that the client has been referred for other services, but they require that the provider takes the steps necessary to ensure that the client has accessed those services once referred.

Providers will be required to use the OAPP service utilization data management system, or HIV Information Resource System (HIRS) to help facilitate, connect and access referrals from providers to one another, and services to one another. One subcomponent of HIRS is the, HIV/AIDS Interface Technology Systems (HITS). Linking the counseling/testing and medical outpatient environments via data management, HITS will expedite and ease the entry of newly diagnosed HIV+ individuals into the system of care through an automatic referral and reporting system.

Service Provider Networks (SPNs) – By the start date of services funded under this RFP, there will be SPNs in all of Los Angeles County's eight SPAs. The SPN is an essential ingredient in an equation to develop more localized, regional planning and service efforts that can better and more effectively respond to clients' prevention and care needs. However, the SPN concept needs active provider involvement for successful operations and planning. Consequently, active provider participation in their respective SPNs is expected of every prevention service organization. Please refer to Exhibit 3 for a more detailed description of SPNs. Active communication and promotion of services with the SPN is expected and required.

Quality Management Plans – Providers are expected to develop a Quality Management plan within 90 days of contract execution that includes a mechanism for client feedback and a "Quality Management Committee." The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). Please refer to page 57 for more details regarding the Quality Management Committee and Plan requirements.

Evaluation Plans (Categories 1-4)

Providers are expected to develop a program evaluation plan **outline/framework** within 90 days of contract execution, by working with OAPP staff and designated behavioral scientists pertaining to all service categories funded under this RFP. Final evaluation plans for 2005-2008 will be developed and implemented throughout 2005 with the assistance of designated behavioral scientists and OAPP staff, and are to be submitted for OAPP approval. In addition, an evaluation progress report is required for each year. Outcome monitoring and reporting is required and should commence no later than 120 days after contract start date. Time specific and measurable outcome indicators must be included in the Scope of Work and be based on the program curriculum.

Countywide Needs Assessments - Providers are expected to participate in PPC approved activities or any needs assessment related activity as indicated by the Director of the Office of AIDS Programs and Policy.

Unit(s) of Service

The units of service that providers must use to track services provided include the number of prevention interventions (outreach, individual level intervention, HIV Counseling and Testing) actually provided. Applicants should use these *Units of Service* when completing the *Scope of Work (Form 5)*.

Program Requirements

- Proposal must describe how and what staff will be hired or how the necessary expertise will be obtained for the successful provision of the defined services. Proposer must describe how they will ensure that HIV prevention staff stays current on required training and certifications.
- Programs must describe how they will maintain documentation of all service provision.

DISCLAIMER RELATIVE TO PERFORMANCE AND SPENDING INCONGRUENCE

All programs funded under RFP#2004-04 may be subjected to further program requirements as set forth by OAPP. Those requirements include, but are not limited to: comparison of monthly and annual expenditures and program performance, comparison of BRG served versus non-BRG served, etc. OAPP may modify payment for services based on the above-mentioned criteria. Any such requirements will also be stipulated in the contract agreement or further correspondence from OAPP.

VIII. Submission Deadlines and Critical Dates***Proposal Submission Deadline:***

OAPP must receive all proposals and financial stability documents absolutely no later than: **Tuesday, July 6, 2004, 4:00 P.M. (Pacific Time).** No late proposals will be accepted. If delivered in person, proposals should be delivered to: 600 S. Commonwealth Ave., Suite 600, Los Angeles, CA 90005, Attention: René Seidel, Planning/Solicitations Manager.

Mandatory Intent to Apply Form

Proposers must submit an “Intent to Apply” form on or before, 5:00 p.m., Thursday June 17, 2004.

The Intent to Apply form must be signed by the Executive Director, CEO or designated Board Member of the proposing agency. Intent to Apply forms may be faxed to the attention of René Seidel, Solicitations Manager at (213) 738-9371 or by e-mail to rseidel@dhs.co.la.ca.us. Submitting agencies are responsible for verifying that the fax is received. The submitting agency assumes the risk of non-receipt of its *Intent to Apply* form for any cause outside the reasonable control of OAPP including, but not limited to, failure or unavailability of any electronic circuit or item of equipment necessary for the transmission or receipt of information by fax.

Proposers’ Conference

A Proposers’ Conference will be held to discuss the RFP and requirements. County staff will respond to questions from potential Proposers. Proposals are generally strengthened by the attendance of key staff contributing to the proposal’s development at the Proposers’ Conference. The Proposers’ Conference is scheduled as follows:

Date: Tuesday, June 8, 2004
Time: 9:00 AM
Location: Large Meeting Room

Office of AIDS Programs and Policy
600 S. Commonwealth Ave., 2nd floor
Los Angeles, California 90005.

Parking for the Proposers' Conference is available across the street from OAPP in the AutoMate parking lot. Validated parking is **not** available for persons attending the Proposers' Conference.

If proposers have questions after the Proposers Conference, audiocassette tapes of the conference will be available for review at OAPP. To arrange for a time to listen to the tape recording, please contact René Seidel at (213) 351-8374 or by e-mail to rseidel@dhs.co.la.ca.us

Questions and Correspondence

Only written inquiries will be accepted regarding the RFP and must be submitted to the Solicitation Manager identified below. **No telephone inquiries will be accepted.** Proposers may submit questions via email, fax, or mail. All questions must be received by **5:00 P.M. Friday, June 11, 2004.** Questions must be addressed to:

René Seidel, Solicitation Manager
Office of AIDS Programs and Policy
Planning and Research Division
600 South Commonwealth Avenue, 6th Floor
Los Angeles, CA 90005
Fax number: (213) 738-9371
Email address: rseidel@dhs.co.la.ca.us

All inquiries must include:

- Contact Person's Name
- Address
- Area code and Phone number
- Area code and Fax number
- E-mail address, and
- Question(s) with reference to related section in the RFP.

Questions will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be mailed to all Proposers that attend the Proposers Conference, in addition to being posted on the County of Los Angeles' web site. To ensure receipt of any addendums, Proposers should include correct mailing address, fax number and e-mail address.

Contract Start Date

Services resulting from this RFP are intended to start **January 1, 2005.**

Proposal Withdrawals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

Distribution of Request for Proposals

The availability of this RFP is posted on the *County of Los Angeles – Doing Business With Us* website at, <http://camisvr.co.la.ca.us/lacobids/> under the Commodity/Services category **code 948-55: Medical Services (Non-Physician)**. Providers may also search for the RFP by Department under “**Health Services.**”

Copies of this RFP may be obtained in person through **5:00 PM Thursday, June 17, 2004** at OAPP, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California, 90005, or by faxing a request with contact person’s name, agency, and address to René Seidel at fax number (213) 738-9371. Copies will be mailed as a courtesy and will not be faxed. Copies will be sent to the County mailroom no later than the close of the first business day after the day the request is received. The deadline for requesting mailed copies is **5:00 PM Tuesday, June 15, 2004**. Copies will be available via the web for downloading during the entire open period of this RFP. The release of the RFP will be advertised in the classified sections of several local newspapers. The County assumes no responsibility for mail delays or any failure to send the RFP to all interested parties, although every reasonable effort will be made to do so.

This RFP may be obtained from the Los Angeles County OAPP website at <http://www.lapublichealth.org/aids/rfp.htm> and the *County of Los Angeles – Doing Business With Us* website at, <http://camisvr.co.la.ca.us/lacobids/>. The required forms attached to this RFP may also be downloaded in MSWord format from the OAPP website. Proposers are responsible for ensuring that the forms submitted are complete and identical to the forms in the printed version of the RFP. The County may, at its sole discretion, disqualify any proposal that includes forms that are incomplete or modified.

IX. Submission Requirements

Agencies intending to submit an application are expected to thoroughly examine the entire contents of this Request for Proposals and become fully aware of all the deliverables outlined herein.

Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

Notice To Proposers Regarding The Public Records Act

Responses to this RFP shall become the exclusive property of the County. At such time as OAPP makes funding recommendation(s) to the Board of Supervisors and such recommendation(s) appears on the Board agenda, all such proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each proposal which are defined by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary".

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or

otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

Proposal Format

All proposals must be written in English and assembled into one volume in the format and order described below. **The County may reject any proposal submitted that fails to adhere to this format.**

Cover Letter and Formatting

1. Submit **one original cover letter** signed in blue ink with the proposal on agency letterhead plus **two additional cover letter photocopies**. Both copies will be time stamped; one will serve as a receipt from OAPP. The other copy will be OAPP's documentation of receipt of your proposal. Address the cover letter to:

Charles L. Henry, Director
Office of AIDS Programs and Policy
County of Los Angeles, Department of Health Services
600 South Commonwealth Avenue, 6th Floor
Los Angeles, CA 90005

The cover letter should include:

- (a) A statement that the proposal is submitted in response to the **"RFP #2004-04: HIV Prevention Services"**
- (b) The Category that the proposal is responding to and the amount of funding requested.
- (c) The SPA where the applicant's headquarters are located and a listing of the SPAs and Supervisorial Districts where services proposed herein will be provided.
- (d) The name, telephone number and FAX number of the agency's **contact person** for the RFP.
- (e) The signature of the agency's Executive Director, Chief Executive Officer, or other designee. (Note: The cover letter must be signed in blue ink.)

 **Do not include any additional information in the cover letter.** 

2. Complete the *Proposals Information Form* (page 74) and include it immediately after your cover letter. This form can be found in the forms section of the RFP.
3. Submit a complete application, **one single-sided original** and **10 double-sided copies** of the original (including attachments), so that there are a **total of 11 copies** of the proposal available for review. Include a copy of the cover letter and Proposal Information form with each copy.

4. All material must be typewritten, single-spaced, with a font size of 12 points or 10 pitch on 8½” by 11” paper, with the 8½” ends of the paper as the top and bottom of the page, and 1” margins, including headers and footers. The scope of work is the only exception, which can be printed in landscape view.
5. The narrative must be **no more** than 9 pages (excluding executive summary, budget, scope of work and attachments). Suggested page limits for each section are provided under the “Narrative Format” below. These are intended solely as guidelines for the development of the proposal. **Narrative beyond the 9-page limit will not be read.**
6. Number each page sequentially following the cover letter, including appendices and attachments, and provide a complete Table of Contents to the application and its attachments. Label each section clearly.
7. Do not bind the original proposal. Use a rubber band or binder clip to keep the pages of the original proposal together. Staple the ten copies. If the thickness of the copies prohibits stapling, please use an appropriately sized binder clip. **Do not professionally bind** (e.g., spiral binding) the original or copies of the proposal.
8. If this proposal is a collaborative response from more than one agency/organization, answers to the following questions should address all agencies.

Executive Summary (1 - 2 pages)

The Executive Summary shall condense and highlight the contents of the Proposal to provide OAPP with a broad understanding of the agency, qualifications, proposed activities and funding requested.

Narrative Format

Applicants must complete all sections of the proposal as outlined below. Be complete and specific in your responses. Number the narrative to correspond to each of the required elements in the same order as presented below. Do not leave any element blank.

Section 1: Organizational Information (2 pages)

Maximum Score: 150 points

1. Describe the history of your organization including your mission and/or purpose statement. Include prior history or work with the County or other public agencies. What are the services you currently provide? How do the proposed services promote your organization’s mission? How do the proposed services relate to the services currently provided by your organization?
2. Describe your capacity to deliver HIV prevention services consistent with the OAPP and PPC priorities. Specifically, describe your experience with developing science-based and behavior theory-based prevention interventions and related curricula. What collaborations/relationships with other organizations will you establish to address any gaps in experience?

3. Describe your agency's involvement and participation in the HIV prevention community planning process and your agency's past or intended participation in a Coordinated Prevention Network or a Service Provider Network.
4. Describe your understanding of the Los Angeles County's overarching prevention goal of reducing new HIV infections by 50%. Describe how your organization will contribute to meeting this prevention priority goal.

Section 2: Statement of Need (1 page)

Maximum Score: 150 points

CATEGORY 1 – 4 ONLY:

1. Describe the behavioral risk group targeted for these services or the population that will benefit from the implementation of the proposed service. What are the specific HIV prevention needs of the targeted behavioral risk group as it relates to the proposed service? What process did you use to assess these needs?
2. What similar or related services are currently in place to address the prevention needs you have identified and intend to address? Describe your relationship with organizations in your Service Planning Area who are working to address these prevention needs? How will you collaborate with these organizations to maximize the availability of services for the target population while avoiding the duplication of services? Attach forms documenting these collaborations or coordination strategies.
3. How will your proposed services contribute to facilitating access and retention in prevention services for the behavioral risk group? How will your proposed program result in greater access to prevention services, including HIV counseling and testing?
4. What are the barriers or factors that contribute to the needs described in your answer to question 1? What other barriers or issues exist that may prevent the behavioral risk group from accessing HIV prevention services? How will your proposed program reduce these barriers? How will you coordinate activities with other providers to overcome these barriers?

CATEGORY 5 ONLY:

1. Describe the program design and program evaluation needs of Los Angeles County HIV prevention providers. How have you assessed these needs?
2. Describe your experience developing and evaluating behavior-change theory based HIV prevention interventions in Los Angeles County.
3. Describe the benefits of program evaluation including its impact on ongoing HIV prevention programming and how you will contribute to countywide HIV prevention evaluation efforts.

Section 3: Program Design (4 pages)

Maximum Score: 400 points

CATEGORY 1 – 4 ONLY:

1. Describe the behavior(s) you intend to modify or impact and list and describe the intervention(s) you plan to implement. Describe your follow-up plan. Describe why the proposed intervention was chosen for the population you intend to serve.
2. Describe the proposed program activities and describe the specific outcomes and outcome measures for each intervention. Describe your plan to measure the CDC program indicators.

Complete the SOW Form to specify the program objectives, implementation activities, timelines, and the evaluation activities necessary to achieve the stated goals and objectives of the program (the SOW Form will not count towards the specified page limit). Include the number of **unduplicated** individuals you plan to reach for each intervention and outcome. *(Please note that the scope of work should reflect all the significant activities described in your narrative and only the interventions described in this RFP will be considered.)*

3. Describe the type of evidence you used to support your proposed program.
4. Describe which behavioral theory you will use in the design of your program.
5. Describe the staffing pattern of the proposed program. Indicate how many full time equivalent (FTE) employees will implement each intervention and the staff qualifications for these positions. Describe your employee recruitment and retention strategy.
6. How will you ensure that HIV prevention services are available to those persons who most need the service? Describe how your organization will promote the availability of the proposed services.

CATEGORY 5 ONLY:

1. Describe your plan to assess the effectiveness of OAPP-funded HIV prevention interventions.
2. Describe the proposed program technical assistance and evaluation activities and describe the specific outcomes and outcome measures for each intervention. Describe your plan to ensure measurement of the CDC program indicators.
3. Complete the SOW Form to specify the program objectives, implementation activities, timelines, and the evaluation activities necessary to achieve the stated goals and objectives of the technical assistance and evaluation program (the SOW Form will not count towards the specified page limit).
4. Describe the staffing pattern of the proposed program. Describe your plan to hire four full time equivalent (FTE) behavioral scientists/evaluation specialists (Masters-level and above) and the qualifications for these positions. Describe your employee recruitment and retention strategy.
5. How will you ensure that HIV prevention technical assistance and evaluation services are available to those programs who most need the service? Describe how your organization will promote the availability of the proposed services.

Section 4: Evaluation/Quality Management Section (2 pages) Maximum Score: 150 points

CATEGORY 1 – 4 ONLY:

1. Write a brief narrative on the evaluation of a similar or identical intervention you have previously implemented. Include both quantitative and qualitative data to support successes and challenges of process and outcome monitoring.
2. How will you use evaluation information and client feedback, including through the use of a “consumer advisory committee,” to modify and/or improve your services?
3. How will you communicate and disseminate information on “lessons learned” to the behavioral risk group, OAPP, the HIV Prevention Planning Committee and your local provider network?
4. Describe your organization capacity to use OAPP’s data management systems and your staffing plan to meet data management requirements.
5. How will you ensure that the data submitted to OAPP are accurate, complete and submitted in a timely manner?
6. Who will be designated to work with OAPP-identified behavioral scientists/evaluation specialists? How are you planning to structure this collaborative relationship within your organization to ensure maximization of behavioral science and evaluation expertise?

CATEGORY 5 ONLY:

1. Write a brief narrative on how you have evaluated the delivery of technical assistance in the past. Include both quantitative and qualitative data to support successes and challenges of process and outcome monitoring.
2. How will you use evaluation information and provider feedback, including through the use of a “provider advisory committee,” to modify and/or improve your services?
3. How will you communicate and disseminate information on “lessons learned” to the providers, OAPP, the HIV Prevention Planning Committee and local provider networks?
4. How will you ensure that the data submitted to OAPP are uniform or common across programs, accurate, complete and submitted in a timely manner?
5. Describe how you plan to work with OAPP evaluation staff, and how will your relationships with providers be structured to ensure maximization of behavioral science and evaluation expertise?

Section 5: Budget (no page limit)

Maximum Score: 150 points

Complete the attached *Budget Forms*, **as applicable**. Include a narrative justification for cost reimbursement budgets. Prepare a 12-month budget. Budget must not exceed funding availability as described in this RFP. The budget and budget justification submitted with this proposal should reflect all the significant activities described in the narrative and scope of work for a twelve-month period.

**Information included in proposals beyond the page limits will not be reviewed.
Review panels may reject any proposal deemed too difficult to read.**

Attachments/Required Documents (no page limit)

Please submit the following documents with your proposal in the following order. These documents should follow the Budget and budget forms in the order listed below.

- ✓ **Scope of Work (Form 4)** The scope of work must reflect all the program components described in the application narrative and be consistent with the Statement of Work included in this RFP. Agencies must ensure that the scope of work includes all activities necessary for the successful implementation of the proposed services if awarded funding.
- ✓ **Community Business Enterprise Program (Form 2).** Proposer to complete and submit with Proposal. Proposers must already be certified as a Local Small Business Enterprise (SBE) prior to proposal submission to be eligible to request the proposal be considered for the Local SBE Preference. **Proposals from FOR-PROFIT entities that do not include a completed form will not be reviewed.**
- ✓ **Minority Service Provider Status (Form 3)**
- ✓ **Identification of Consultants and/or Volunteers (Form 5)**
- ✓ **Intent to Enter into Memorandum(a) of Agreement, Bilateral Service Agreements and Letters of Support/Reference (Forms 6 and 7)**
- ✓ **Services Funding (Form 8)**
- ✓ **Certification of No Conflict of Interest (Form 9)**
- ✓ **Contractor Non-Responsibility and Debarment (Form 10)**
- ✓ **Employee Jury Service Program (Form 11)** Proposer to complete and submit with Proposal. If Proposer is requesting an exception to this program, submit all necessary documents to support the request.
- ✓ **Equal Employment Opportunity (EEO) Certification (Form 12)** Proposer must comply with EEO laws, regulations and policies.
- ✓ **Certification of Independent Price Determination & Acknowledgment of RFP Restrictions (Form 13)**

- ✓ **Familiarity with the County Lobbyist Ordinance Certification (Form 14)** Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer have and will comply with the ordinance during the RFP process.
- ✓ **Attestation of Willingness to Consider GAIN/GROW Participants (Form 15)** Proposer to complete and submit with Proposal.
- ✓ **Prospective Contractor References (Form 16)** Proposer to complete and submit with Proposal. References listed here should be able to verify proposers minimum requirements for this RFP.
- ✓ **Prospective Contractor Public Entity Reference List (Form 17)** Proposer to complete and submit with Proposal. References listed here should be able to verify proposers past performance.

Financial Stability Documentation

In addition to the above-mentioned documents, please submit two sets of Financial Stability Documentation in a package separate from the proposal. **NOTE:** Governmental agencies (County facilities and programs, a department or agency of a City, a School District, or a State supported college or university) are **NOT** required to submit this documentation.

Each private (not-for-profit or for-profit) proposing agency must provide documentation that it can carry the costs of its proposed program without reimbursement from the resulting contract for at least 90 days at any point during the term of the contract. Such documentation may take one of the following two forms:

- (1) Most current independent audited financial statements completed by a CPA, or
- (2) Signed statement from the agency's financial institution (bank) stating that the agency can carry the costs of the proposed program for at least 90 days at any point during the term of the contract, with the name and phone number of an individual who may be contacted for verification.

Submission Instructions

In a sealed package plainly marked in the upper left-hand corner with the name and return address of the Proposer, submit one (1) single-sided, unbound original and 10 complete (including all attachments and a copy of the cover letter), stapled, double-sided copies of the proposal (for a total of 11 copies). Note the contents on the outside of the envelope as:

“RFP #2004-04: HIV PREVENTION SERVICES – Health Education/Risk Reduction and HIV Counseling and Testing in Los Angeles County”

OAPP must receive all proposals and financial stability documentation absolutely no later than:
TUESDAY, July 6, 2004, 4:00 P.M. (Pacific Time). Late proposals will not be accepted.

If delivered in person, proposals should be delivered to:

Office of AIDS Programs and Policy
County of Los Angeles Department of Health Services
600 South Commonwealth Avenue, 6th Floor
Los Angeles, California 90005

Please address the *package* to:

René Seidel, Solicitation Manager
Planning and Research Division
Office of AIDS Programs and Policy
600 South Commonwealth Avenue, 6th Floor
Los Angeles, California 90005

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity including the U.S. Mail. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No fax or e-mail copies will be accepted.

****FAXED PROPOSALS WILL NOT BE ACCEPTED****

Please be advised that the Superior Court Building, where OAPP is located, has security screening that may cause delays when submitting proposals. No proposals, amendments, and/or addenda will be accepted after this deadline, and no extensions will be granted for any reason.

PLEASE ALLOW ADEQUATE TIME FOR DELIVERY.

X. General Provisions

County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

County Rights and Responsibilities/Changes to Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

RFP Updates and Award Notices

To inquire about the status of this RFP after the submission deadline, please visit the OAPP website at <http://www.lapublichealth.org/aids/rfp.htm>, as updates regarding the status of the review process will be posted periodically. Final funding recommendations will be faxed and mailed to the agency's Executive Director, CEO, or designated Board Member. As a courtesy, persons designated as the "Contact Person" in the proposal cover letter will be copied on the award notice.

Formal Board Approval for Contract

Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval by the Los Angeles County Board of Supervisors and executed according to law.

Formal Solicitation

Notwithstanding any other provisions of the RFP, Proposers are hereby advised that this RFP is a formal solicitation for proposals only, and shall not be construed as an offer to enter into contract or other agreements.

County Option To Reject Proposals

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

Firm Offer

All proposals shall be firm and final offers and may not be withdrawn for a period of 180 days following the final proposal submission date.

Payment

County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

- A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month.
- B. County Audit Settlements:
 - (1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished are lower than the payments made by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of the resultant Agreement, then the difference shall be repaid by Contractor.
 - (2) If within thirty (30) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished are higher than the payments made by County, then the difference may be paid to Contractor.
- C. In no event shall County be required to reimburse Contractor for those costs of services provided which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.
- D. In no event shall County be required to pay Contractor more for all services provided than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the resultant Agreement, unless otherwise revised or amended under the terms of this Agreement.
- E. Travel costs shall be reimbursed according to applicable federal, state, and/or local guidelines. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.
- F. Withholding Payment:
 - (1) Subject to the reporting and data requirements of the resultant Agreement, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.
 - (2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of the resultant Agreement, and the exhibits(s) attached to that agreement, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar

days' notice of deficiency(ies) in compliance with the terms of the Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency (ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of the resultant Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance on the part of Contractor or any subcontractor.

Final Contract Award Made by Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine that the proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determination necessary to arrive at a decision to award, or not award, a contract.

**☞ THE COUNTY RESERVES THE RIGHT TO REJECT ANY
PROPOSAL THAT FAILS TO COMPLY WITH ANY
INSTRUCTIONS CONTAINED IN THIS RFP ☞**

XI. Los Angeles County Requirements

Acceptance of Terms and Conditions

Proposers understand and agree that submission of a proposal constitutes acknowledgment, acceptance, and willingness to comply with all the terms and conditions contained in this RFP.

Any contract awarded by the County's Board of Supervisors will contain the following provisions and/or provisions substantially similar to the following:

Contract Provisions (in alphabetical order)

❖ **ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

❖ **AMERICAN MADE PRODUCTS.**

In accordance with the FY 1995 Appropriations Act (P.L. 103-333), Section 507, all equipment and products purchased with funds made available in P.L. 103-333 should be American-made.

❖ **AMERICANS WITH DISABILITIES ACT.**

All Proposers receiving contracts through this competitive bidding process will be required to comply with the Americans with Disabilities Act. Certain non-construction expenses, such as sign-language translation for the hearing impaired, will be reimbursable contract expenses, subject to approval by the County.

❖ **COMPLIANCE WITH REQUEST FOR PROPOSALS.**

In order to be evaluated, proposals must comply with the content, sequence and/or format outlined in each section of this RFP. Each response must be labeled as indicated. Failure of a Proposer to comply fully with the Proposal Requirements may eliminate the proposal from further consideration at the sole discretion of the County.

❖ **CONFLICT OF INTEREST.**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she

is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Form 10 Certification of No Conflict of Interest*.

❖ **CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT.**

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants*, as set forth in *Form 16*, along with their proposal.

❖ **NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the *Familiarity of the County Lobbyist Ordinance Certification*, as set forth in *Form 15*, as part of this proposal.

❖ **DETERMINATION OF PROPOSER RESPONSIBILITY.**

Responsible Proposer - A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

Chapter 2.202 of the County Code - Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

Non-responsible Proposer - The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer had done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.

Intention to Recommend to the Board of Supervisors - If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for the Department's recommendation. If the Proposer fails to avail itself of the opportunity to rebut the Department's evidence, the Proposer may be deemed to have waived all rights of appeal.

Recommendation to the Board of Supervisors - If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

Subcontractors of Proposers - These terms shall also apply to proposed subcontractors of Proposers on County contracts.

❖ **DEBARMENT OF PROPOSER.**

Chapter 2.202 of the County Code

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, not to exceed three (3) years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

Notice to Proposer

If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence, which is the basis for the

proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

Presentation to Board of Supervisors

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

Subcontractors of Proposers

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

Debarment List – *Exhibit 5* is a listing of Contractors that are currently on the *Debarment List for the County of Los Angeles*.

❖ DISCLOSURE OF CONTENTS OF PROPOSALS AND THE PUBLIC RECORDS ACT

Responses to this RFP shall become the exclusive property of the County. At such time as the OAPP recommends Proposer(s) to the Board of Supervisors (Board) and such recommendations appears on the Board agenda, all such proposals submitted in response to this RFP, become a matter of public record, with the exception of those parts of each proposal which are defined by the contractor as business or trade secrets, and plainly marked as "trade secret," "confidential," or "proprietary."

The County shall not in any way be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

❖ GRATUITIES.

It is improper for any County officer, employee, or agent to solicit or accept consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract, or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall

not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

❖ **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.**

If County enters into contract with Proposer, the resultant contract will state the following regarding the HIPAA.

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA".

❖ INDEMNIFICATION AND INSURANCE REQUIREMENT

Contractor shall be required to comply with the indemnification provisions contained in the Additional Provisions document (Exhibit 7). The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified below.

- I. **Indemnification:** Contractor shall indemnify, defend, and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.
- II. **General Insurance Requirements:** Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.
 - A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County's Department of Health Services, Office of AIDS Programs and Policy, Financial Service Division, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - (1) Specifically identify this Agreement.
 - (2) Clearly evidence all coverage required in this Agreement.
 - (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
 - (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by corporate surety licensed to transact business in the State of California.

- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.
- C. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- D. **Notification of Incidents, Claims, or Suits:** Contractor shall report to County:
- (1) Any accident or incident relating to services performed under this Agreement which involve injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this agreement.
 - (3) Any injury to a Contractor employee, which occurs on County property. This report shall be submitted on a County “Non-Employee Injury Report” to the County contract manager.
 - (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property or monies or securities entrusted to Contractor under the terms of this Agreement.
- E. **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- F. **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this agreement by either:
- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
 - (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copy of evidence of subcontractor insurance coverage at any time.

Include coverage from Section III, A – F and Section IV below as appropriate. As a general rule, contractors should be required to maintain general liability, auto liability, and workers’ compensation coverage. Please refer to the “Insurance Manual for Service Agreements” for further assistance in identifying necessary insurance coverage and limits.

II. **Insurance Coverage Requirements:**

- A. General Liability Insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability Insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired,” and “non-owned” vehicles, or coverage for “any auto.”

- C. Workers Compensation and Employers’ Liability Insurance** providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, the Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- D. Professional Liability Insurance** covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

- E. Property Coverage Insurance** shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) and coverage for the actual cash value of County-owned or -leased property.

Real Property and All Other Personal Property – Special form (“all risk”) coverage for the full replacement value of County-owned or -leased property.

III. **Performance Security Requirements** may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor:

- A. **Performance Bond**: A faithful performance bond in an amount equal to 100% of the Agreement award amount and executed by a corporate surety licensed to transact business in the State of California, or

SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The County’s insurance broker, Municipality Insurance Services, Inc, administers the SPARTA Program. For additional information, a Proposer may call (800) 420-0555 or contact them through their web-address: www.2sparta.com

❖ **INJURY & ILLNESS PREVENTION PROGRAM (IPP).**

Contractor shall be required to comply with the State of California’s Cal OSHA regulations. Section 3203 of title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

❖ **Jury SERVICE Program**

The prospective contract is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the *Jury Service Program*, which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

A. The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

B. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

C. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the *Certification Form and Application for Exception, Form 12*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

❖ LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principle office currently located in Los Angeles County for a period of at least the past 12 months; **and** 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at: <http://oaac.co.la.ca.us/SBEMain.shtml>

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also

available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

❖ **PROGRAM MATERIALS.**

All surveys, assessment tools, reports, brochures, pamphlets, videotapes, curricula, newsletters and other materials to be developed with these funds must be submitted to OAPP for review and approval thirty (30) days prior to utilization and before costs will be reimbursed.

❖ **QUALITY MANAGEMENT PLAN.**

If awarded funding as a result of this RFP, contractors shall be required to develop and submit to OAPP within ninety (90) days of the execution of this Agreement a written Quality Management (QM) plan. The QM plan shall describe the process for continually assessing the Contractor's program effectiveness in accomplishing contractor mission, goals, and objectives. The plan shall describe the process for the following components: QM Committee, Written Policies and Procedures, Client Feedback, Program Staff, Measurable, Program/Service Quality Indicators, QM Plan Implementation, and Quality Assessment and Management Reports.

A. Quality Management Committee: The QM Committee shall develop, review, and revise the agency's QM plan on an annual basis. In addition, the QM Committee shall continually assess and make recommendations regarding the improvement of program services. It shall, at a minimum, be responsible for developing plans of corrective action for identified program deficiencies, discussing and acting upon process and outcome data results, and results from client feedback. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The project coordinator(s) under this contract must be included as a Committee member. Committee membership shall be described, at a minimum, by title and role, and the constituency represented (i.e., staff, management, client). The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

A separate Committee need not be created if the contracted program has established an advisory committee or the like, so long as its composition and activities conform to the criteria described in this Agreement.

The QM Committee activities shall be documented. Required documentation shall include but not be limited to agendas, sign-in sheets, QM Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions).

B. Written Policies and Procedures: The QM plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Executive Director or designee. Policies and procedures shall be based on essential program activities and scopes of work specific to this contract. Written policies and procedures shall be maintained in a manual and available for review at the time of a monitoring review.

C. Client Feedback: The QM plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. Describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected on an ongoing basis or at a minimum of semi-annually. Describe how client feedback data will be managed by the QM Committee and used to make improvements to the program.

D. Program Staff: The QM plan shall describe the process for developing, training and monitoring staff performance. The QM plan shall specify that staff are evaluated annually.

E. Measurable Program/Service Quality Indicators: Indicators are intended to measure: Process: How well the services are being provided; Outcome: The benefits or other results for clients that may occur during or after program participation. By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery on an ongoing basis.

The QM Committee is responsible for developing and shall describe in its minutes, a plan of corrective action to address indicators that are marginally met and describe how the results of the measurable data will be used to improve services. Process and outcome indicators shall be developed based on key activities described in the SERVICES TO BE PROVIDED Paragraph of this Exhibit. The QM plan shall require measurement of and include at a minimum the following the measurable program indicators/outcomes listed in the “*Program Description*” section of this RFP.

F. QM Plan Implementation: Contractor shall implement its QM plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

G. QM Summary Reports: The QM plan shall include the requirement for two (2) brief and concise QM Summary Reports: Mid-Year and Year-End. These reports shall be developed by the QM Committee and signed by the Executive Director. The following reports shall be made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

- 1) Mid-Year QM Summary Report shall, at a minimum, document:
 - Areas of concern identified by the QM Committee
 - Program performance
 - Results of process and outcome measures
 - Data collected from client feedback, and
 - Results of plans of corrective action.
- 2) Year-End QM Summary Report shall, at minimum, document:
 - Outcomes of implementing plans of corrective action for the previous six months
 - Overall QM program performance

H. Termination: After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis (contract monitoring). Such evaluations will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

❖ **RECYCLED CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

❖ **SAFELY SURRENDER BABY LAW.**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet can be found as **Exhibit 4** of this RFP and is also available in English and Spanish on the Internet at www.babysafela.org for printing purposes.

❖ **TB SCREENING.**

All employees, consultants, and volunteers working in a facility where contracted services are being provided to clients and who have routine, direct contact with clients **must be screened for TB at the time of employment and on an annual or semi-annual basis**. The determination of whether staff must be screened for TB on an annual or semi-annual basis depends on the incidence of TB in the population served. The risk assessment will be conducted in cooperation with the Los Angeles County Department of Health Services TB Control Program. Contractors must maintain documentation that such individuals have completed annual or semi-annual TB screening. This documentation may include the negative results of a Mantoux test for TB or certification from a physician/radiologist that an individual is free from active TB. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months, the contractor may accept certification from that provider that the individual is free from active TB.

Contractors may include a line-item in their budgets to cover costs of annual or semi-annual TB screening for staff and consultants working directly on the contract **and** who are included in the contract budget (except for volunteers). It is up to each contractor to determine if employees, consultants, and volunteers must cover the costs of their own annual or semi-annual TB screening, if the contractor will cover the costs, or if the County will be billed for the cost (as appropriate). All employees, consultants, and volunteers working in a facility where contracted services are being provided to clients **and** who have routine, direct contact with clients must sign a statement to the effect that they will notify the contracting agency if they are diagnosed with or are aware that they have been exposed to any communicable disease that may be transmitted to clients or co-workers in a work setting.

❖ PROGRESS REPORTS.

Contractors are required to submit monthly progress reports that include a summary of the agency's information and services provided; demographic information about clients receiving services; detailed information about performance towards program goals and objectives; and a narrative description of performance accomplishments, challenges, strategies for addressing challenges and progress on outcome data collection.

Monthly Reports: The Contractor shall submit a signed monthly progress report for services provided within **thirty-days (30)** after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 6th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

Annual Reports: As directed by OAPP, the contractor shall submit to OAPP an annual report within **thirty-days (30)** of term end.

❖ FINANCIAL REPORTS.

Contractors are required to submit invoices on a monthly basis and an annual cost report. Payment will not be considered without timely submission of required Progress Reports or any other required documents.

Additional Provisions

Proposer should review **Exhibit 6, Additional Provisions**, which contains the above listed provisions, and additional provisions that will become part of the resulting contract. If funded, the “Additional Provisions” document is incorporated with the final Statement of Work and Budget to form the resulting contract. Proposers should review and understand the terms that will be entered into as a result of this contract.

Required Documents

If approved for funding, the applicant will enter into a contract with the County and be required to submit the following documents to OAPP:

DO NOT SUBMIT THESE DOCUMENTS WITH THE PROPOSAL

(1) articles of incorporation, (2) agency bylaws, (3) roster of current Board of Directors and/or Advisory Board, (4) organizational chart, (5) document identifying individual(s) authorized to legally bind the agency, (6) facility/program licenses, permits, certificates, or, if applicable, license exemption, (7) certificates of insurance as required for the type of services contracted: general liability, professional liability, automobile liability, worker’s compensation, and the section of the written policy specifically identifying the service category of this RFP, (8) hours of operation statement, (9) written policies: non-discrimination in employment, non-discrimination in services, unlawful solicitation, conflict of interest, confidentiality, and compliance with jury service program, (10) real property disclosure statement, (11) lease/mortgage agreements, (12) status of payroll taxes (U.S. Form 941 and California Form DE3) and Internal Revenue Service Tax Exemption Certification (if applicable), (13) listing of other funding sources, (14) cost allocation plan, (15) annual audited financial statements, (16) consultant/subcontractor agreements, (17) job descriptions, (18) list of staff names and titles, (19) resumes of key staff, (20) program description including proposed goals and objectives, (21) history of the agency including a description of the agency’s other programs and activities, (22) equipment leases, (23) maintenance agreements, (24) emergency and disaster plan, (25) quality management plan, (26) complete agency budgets, and any other documents that may be required as a condition of award.

XII. Proposal Review

Review Process and Evaluation Criteria

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of proposals on July 6, 2004.

Evaluation of the proposals will be made by an Evaluation Committee/Review Panel (Committee) selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to make recommendations for selecting a prospective Contractor(s).

After the prospective Contractor(s) has been recommended for the awarding of a contract, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

Phase I: Evaluation of Required Components (Pass/Fail Review)

The purpose of this phase of the review process is to determine if the Proposal contains all of the information requested in the RFP and to determine if the Proposer meets the Minimum/Eligibility Requirements outlined in the RFP. The Proposal must pass this review phase prior to being evaluated by the Review Panel. Failure to include required components is grounds to disqualify the proposal from further review, which shall be at the sole discretion of the County.

GROUND FOR DISQUALIFICATION

- a. The application is received after the deadline set forth in this RFP.
- b. Failure of the applicant to complete, sign, and return all required forms, documents, and attachments, as instructed in this RFP.
- c. Failure to meet format or procedural submission requirements.
- d. Applicant provides inaccurate, false, or misleading information or statements. (The evaluation and determination of this requirement will be in the County's sole judgment and its judgment shall be final. Applicants acknowledge with the submission of this proposal that all the information in the proposal is true and accurate.)
- e. Applicant supplies cost information that is conditional, incomplete, or contains any unsigned material alterations or irregularities.
- f. Applicant does not meet the minimum eligibility requirements set forth in this RFP.
- g. Proposer is debarred from doing business with the County of Los Angeles or any public entity within the last ten years.

OAPP may, at its sole discretion, correct any obvious mathematical or clerical errors.

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. In the event of any such rejection, the County shall not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

Phase 2: Evaluation Committee

Proposals that met the “Pass/Fail” review will be submitted to an evaluation committee. To avoid conflicts of interest in the review process, all committee members are required to sign a “No Conflict of Interest Certification by Evaluation Member” form. Prospective committee members must confirm that they do not, and will not, acquire any direct or indirect financial interest, rights, or benefits pursuant to any resultant agreement between the County of Los Angeles and any of the proposers which respond to this RFP.

Committee members will independently rate and rank each Proposal according to the criteria described in the RFP. Each Proposal will be reviewed and scored based upon the adequacy and thoroughness of its response to the County’s needs and the RFP requirements. Five weighted evaluation criteria and their respective weights are shown below, including the maximum number of points possible. The final Evaluation Committee score will be the average of each committee member’s scores. Proposal scores may range from 0-1000 points. Only proposals receiving a score of 700 points or more will be reviewed in the next phase of the review process.

<u>Category</u>	<u>Maximum</u>
Organizational Information.....	150 points
Statement of Need.....	150 points
Program Design	400 points
Evaluation/Quality Management	150 points
Budget	150 <u>points</u>
Total	1,000 points

Proposal Evaluation Criteria

The specific evaluation criteria used to score each responsive proposal will be as follows:

Organizational Information

(Maximum Score: 150 points)

- Does the applicant describe their organizational history, structure (e.g., mission, purpose, infrastructure, and current services)? Do the proposed services promote the organization’s mission and relate to the services currently provided by the organization?
- Does the applicant describe its capacity to deliver HIV prevention services? Are these described services consistent with OAPP and PPC priorities? Does the applicant describe collaborations/relationships with other organizations to address any gaps in experience?
- Does the applicant describe the agency’s involvement and participation in the HIV prevention community planning process? Does the applicant describe the agency’s past or intended participation in a Coordinated Prevention Network or a Service Provider Network?

- Does the applicant describe its understanding of the Los Angeles County's overarching prevention goal of reducing new HIV infections by 50%? Does the applicant describe how the organization will contribute to meeting this prevention priority goal?

Statement of Need

(Maximum Score: 150 points)

CATEGORY 1 – 4:

- Does the applicant describe the behavioral risk group(s) targeted for proposed services or the population that will benefit from the implementation of the proposed services? Does the applicant describe the specific HIV prevention needs of the targeted behavioral risk group as it relates to the proposed service? Does the applicant describe the process it used to assess these needs?
- Does the applicant describe similar or related services that are currently in place to address the prevention needs it identified and intends to address? Does the applicant describe its relationship with organizations in its Service Planning Area of other organizations that are working to address these prevention needs? Does the applicant describe its plans to collaborate with these organizations to maximize the availability of services for the target population while avoiding the duplication of services? Did the applicant attach forms documenting these collaborations or coordination strategies?
- Did the applicant describe how proposed services will contribute to facilitating access and retention in prevention services for the targeted behavioral risk group? Did the applicant describe how the proposed program will result in greater access to prevention services, including HIV counseling and testing?
- Did the applicant describe the barriers or factors that contribute to the needs described in its answer to question one? What other barriers or issues exist that may prevent the behavioral risk group from accessing HIV prevention services? Did the applicant describe how the proposed program will reduce these barriers and how it will coordinate activities with other providers to overcome these barriers?

CATEGORY 5:

- Did the applicant describe the program design and program evaluation needs of Los Angeles County HIV prevention providers? Did the applicant describe how it has assessed these needs?
- Did the applicant describe its experience in developing and evaluating behavior-change theory based HIV prevention interventions in Los Angeles County?
- Did the applicant describe the benefits of program evaluation including its impact on ongoing HIV prevention programming and how it will contribute to countywide HIV prevention evaluation efforts?

Program Design

(Maximum Score: 400 points)

CATEGORY 1 – 4:

- Did the applicant describe the behavior(s) it intends to modify or impact and list and describe the intervention(s) it plans to implement? Did the applicant describe its follow-up plan? Did the applicant describe why the proposed intervention was chosen for the population it intends to serve?
- Did the applicant describe the proposed program activities and describe the specific outcomes and outcome measures for each intervention? Did the applicant describe its plan to measure the CDC program indicators?
- Did the applicant complete the SOW Form to specify the program objectives, implementation activities, timelines, and the evaluation activities necessary to achieve the stated goals and objectives of the program? Did the SOW include the number of **unduplicated** individuals the applicant plans to reach for each intervention and outcome? Did the scope of work reflect all the significant activities described in the applicant's narrative? Did the scope of work only reflect the interventions described in this RFP?
- Did the applicant describe the type of evidence it used to support the proposed program?
- Did the applicant describe the behavioral theory it plans to use in the design of its program?
- Did the applicant describe the staffing pattern for the proposed program? Did the applicant indicate how many full time equivalent (FTE) employees will implement each intervention and the staff qualifications for these positions? Did the applicant describe its employee recruitment and retention strategy?
- Did the applicant describe how it will ensure that HIV prevention services are available to those persons who most need the service? Did the applicant describe how its organization will promote the availability of the proposed services?

CATEGORY 5 ONLY:

- Did the applicant describe a plan to assess the effectiveness of OAPP-funded HIV prevention interventions?
- Did the applicant describe the proposed program technical assistance and evaluation activities and the specific outcomes and outcome measures for each intervention? Did the applicant describe its plan to ensure measurement of the CDC program indicators?
- Did the applicant complete the SOW form to specify the program objectives, implementation activities, timelines, and the evaluation activities necessary to achieve the stated goals and objectives of the technical assistance and evaluation program?

- Did the applicant describe the staffing pattern for the proposed program? Did the applicant describe its plan to hire four full-time equivalent (FTE) doctoral-level behavioral scientists/evaluation specialists and the qualifications for these positions? Did the applicant describe its employee recruitment and retention strategy?
- Did the applicant describe how it will ensure that HIV prevention technical assistance and evaluation services are available to those programs who most need the service? Did the applicant describe how its organization will promote the availability of the proposed services?

Evaluation and Quality Management

(Maximum Score: 150 points)

CATEGORY 1 – 4:

- Did the applicant provide a brief narrative on the evaluation of a similar or identical intervention it has previously implemented? Did the applicant include both quantitative and qualitative data to support successes and challenges of process and outcome monitoring?
- Did the applicant describe how it will use evaluation information and client feedback, including “consumer advisory committees,” to modify and/or improve its services?
- Did the applicant describe how it will communicate and disseminate information on “lessons learned” to the behavioral risk group, OAPP, the HIV Prevention Planning Committee and the local provider network?
- Did the applicant describe its organization’s capacity to use OAPP’s data management systems and its staffing plan to meet data management requirements?
- Did the applicant describe how it will ensure that the data submitted to OAPP are accurate, complete and submitted in a timely manner?
- Did the applicant describe whom it will designate to work with OAPP-identified behavioral scientists/evaluation specialists? Did the applicant describe how it is planning to structure this collaborative relationship within its organization to ensure maximization of behavioral science and evaluation expertise?

CATEGORY 5:

- Did the applicant provide a brief narrative on how it has evaluated the delivery of technical assistance in the past? Did the applicant include both quantitative and qualitative data to support successes and challenges of process and outcome monitoring?
- Did the applicant describe how it will use evaluation information and provider feedback, including a “provider advisory committee,” to modify and/or improve its services?

- Did the applicant describe how it will communicate and disseminate information on “lessons learned” to the providers, OAPP, the HIV Prevention Planning Committee and local provider networks?
- Did the applicant describe how it will ensure that the data submitted to OAPP are uniform or common across programs, accurate, complete and submitted in a timely manner?
- Did the applicant describe how it plans to work with OAPP evaluation staff, and how it will structure its relationships with providers to ensure maximization of behavioral science and evaluation expertise?

Budget

(Maximum Score: 150 points)

- Did the applicant complete all necessary Budget Forms?
- Did the applicant include a narrative justification for cost reimbursement budgets?
- Did the applicant prepare a 12-month budget? Did the budget not exceed funding availability as described in this RFP?
- Did the budget and budget justification submitted with the proposal reflect all the significant activities described in the narrative and scope of work for a twelve-month period?

Phase 3: OAPP Review and Ranking

OAPP will review proposals that pass the Review Committee phase and independently score each proposal based on 1) each agency’s fiscal and administrative performance* (250 pts), 2) programmatic performance with County or other public agencies* (250 pts), 3) demonstrated capacity to implement proposed services based on past evaluations and reviews*, (250 pts.), and 4) appropriate and valid collaborations necessary to implement the proposed services and create multiple access points within the proposed SPAs (evaluated by verifying *Letters of Intent to Enter into MOAs* and *Bilateral Service Agreements* submitted with the proposal.). **OAPP will adapt and tailor for Los Angeles County use the United States Department of Health and Human Services - Centers for Disease Control and Prevention’s Health Department Review Form to facilitate this level of review and to ensure uniform assessment of bidders.** (250 pts.).

* OAPP will contact the references provided in **Form 17** to obtain this information. Agencies that have recent OAPP contracts (contracted with OAPP within the last 3 years) should list OAPP as the first reference.

Scores from Phase 3 will be averaged with scores from Phase 2 resulting in the final proposal score. Only proposals receiving a score of 700 points or more will be considered for funding. Applications receiving a score of less than 700 points after this phase of the review will be considered technically deficient and will not be considered for funding. There is no guarantee that scoring above 700 will result in funding at the level requested.

OAPP will place proposals in rank order of priority based upon the final review score, comments and funding recommendations made by the review committee.

Phase 4: Allocation of Funds

OAPP will develop a recommended funding level for the successful proposal and present the recommendation to the Los Angeles County Board of Supervisors for approval. The recommendation will include consideration of the comments and rating of the review panel; contractor performance; distribution of resources based on needs described in the Care Plan; distribution of resources geographically; the amount of funding previously awarded for the same or similar service; and other factors in the County's best interest.

Phase 5: Pre-Decisional Site Visits (Optional)

OAPP may conduct a pre-decisional site visit as part of the evaluation process for agencies that have not contracted with OAPP within the last 3 years or if the agency has not previously delivered the proposed service. Site visits will be conducted only for agencies that are awarded 700 points or more by the review committee. Site visits will be used to evaluate the following criterion:

- A. Confirm that the location and facilities are appropriate for the delivery of the proposed service(s).
- B. Determine the agency's capacity and infrastructure to deliver the proposed services; and
- C. Verify that the agency has the equipment and/or personnel specified in the proposal (or capacity to hire) in order to implement the proposed services.

OAPP may remove up to 100 points from the proposal's overall score for each item that does not meet the specified criterion listed above.

Inevitably, there are more funds requested than are available. OAPP's goal is to make a funding recommendation for an organization that is most likely to provide services to those most in need and in the most efficient and successful manner. A funding recommendation notice will be addressed to the agency's Executive Director, CEO, or designated board member. The award of funds pursuant to this RFP will be made by and at the sole discretion of the Los Angeles County Board of Supervisors.

Protest Process

Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

GROUNDINGS FOR REVIEW

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- ❑ Review of Solicitation Requirements
- ❑ Review of a Disqualified Proposal
- ❑ Review of Department's Proposed Contractor Selection

Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting *Appendix E - Transmittal Form to Request a Solicitation Requirements Review* along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- The request for a Solicitation Requirements Review is received by OAPP by June 8, 2004;
- The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request for a Solicitation Requirements Review asserts either that:
 - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Proposer; or,
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

Charles L. Henry, Director
Office of AIDS Programs and Policy
County of Los Angeles Department of Health Services
600 South Commonwealth Avenue, 6th Floor
Los Angeles, CA 90005

Disqualification Review

A proposal may be disqualified from consideration because the County determined it was a non-responsive proposal at any time during the evaluation process. If the County determines that a proposal is disqualified due to non-responsiveness, the County shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

- The firm/person requesting a Disqualification Review is a Proposer;
- The request for a Disqualification Review is submitted timely; and,
- The request for a Disqualification Review asserts that the department's determination of disqualification due to proposal non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

Department's Proposed Contractor Selection Review

a. Departmental Debriefing Process:

Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, the department shall notify the remaining Proposers in writing that the department is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.

The purpose of the Debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.

If the Proposer is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the manner set forth below for review of the department's recommendation for contract award.

b. Proposed Contractor Selection Review

The Proposer may submit a written request for a Proposed Contractor Selection Review if they assert that their proposal should have been determined to be the highest-scored proposal because of one of the following reasons:

1. The department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

2. The department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
3. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
4. Another basis for review as provided by state or federal law.

Upon completing the Proposed Contractor Selection Review, the County shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

c. County Review Panel Process

If the Proposer is not in agreement with the results of the department's Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.

Upon completion of the Panel's Review, the Panel will forward its report to the department, which will provide a copy to the Proposer.

☞☞ The Award of Funds Pursuant to This Request Will Be Made by and at the Sole Discretion of the Los Angeles County Board of Supervisors ☞☞

XIII. Proposal Checklist

_____ One original cover letter on agency letterhead signed in blue ink plus two photocopies of the cover letter addressed to:

Charles L. Henry, Director
Office of AIDS Programs and Policy
County of Los Angeles, Department of Health Services
600 South Commonwealth Avenue, 6th Floor
Los Angeles, CA 90005

- _____ Specifies the name and number of the RFP as well as the service category
- _____ Specifies the amount of funding requested, SPAs, and Supervisorial District(s)
- _____ Identifies agency contact person, telephone, and FAX numbers
- _____ Signed by Executive Director, CEO, or designated Board member

_____ Completed "Proposals Information Form."

_____ The original proposal, with appropriate signatures in blue ink, must be complete, held together with a rubber band or binder clip (not stapled), and single-sided. In addition, ten (10) photocopies of the original that are complete, stapled and double-sided, so that there are a total of eleven (11) copies of the proposal available for review (include the cover letter with each copy). Must include table of contents and page numbers on all pages following the cover letter.

Required Forms (submit in this order after the proposal narrative)

- _____ Table of Contents
- _____ Budget Summary Form **with** an accompanying Budget Justification Narrative where indicated, covering a 12-month period
- _____ Scope of Work – Form 4
- _____ Community Business Enterprise Program – Form 2 (All Proposers)
- _____ Minority Service Provider Status – Form 3
- _____ Identification of Consultants and/or Volunteers – Form 5
- _____ Memorandum(a) of Agreement, Letters of Intent, Letters of Verification and/or Letters of Support – Forms 6 and 7
- _____ Services Funding – Form 8
- _____ Certification of No Conflict of Interest – Form 9
- _____ Contractor Non-Responsibility and Debarment – Form 10
- _____ Employee Jury Service Program – Form 11
- _____ Equal Employment Opportunity (EEO) Certification – Form 12
- _____ Certification of Independent Price Determination & Acknowledgement of RFP Restrictions – Form 13
- _____ Familiarity with County Lobbyist Ordinance Certification – Form 14
- _____ Attestation of Willingness to Consider GAIN/GROW Participants – Form 15
- _____ Prospective Contractor References – Form 16
- _____ Prospective Contractor Public Entity References – Form 17

_____ Proposers are required to submit Financial Stability Documentation attesting that the agency can carry the cost of the proposed program for 90 days (2 copies separately packaged).

_____ Agency name and return address on envelope, addressed to René Seidel, Acting Planning Manager, OAPP, Planning and Development Division.

_____ **"RFP #2004-04: HIV Prevention Services – Health Education Risk Reduction and HIV Counseling and Testing in Los Angeles County"** marked on envelopes.

_____ Submitted to OAPP before **4 p.m. Tuesday, July 6, 2004.**

NOTE: Please submit neat, readable, and error-free documents. Be sure that budget items add up to the total and are discussed in the accompanying Budget Justification narrative.

***** Faxed proposals will not be accepted. *****

XIV. Forms

Proposal Information Form

(**COMPLETE A SEPARATE FORM FOR EACH CATEGORY FOR WHICH YOU ARE APPLYING FOR FUNDING.**)

Agency/Organization/Person Submitting Proposal:	Contact Person:
Address:	Telephone and Fax #: Phone: () Fax: ()
	E-mail Address:
Request for Proposals (# and Title):	
Funding Amount Requested: \$	501 (c)(3) Number:

Category: Please check [✓] the Category(ies) you intend to apply under. A separate proposal is required for each category.
<input type="checkbox"/> Category 1: a. Health Education/Risk Reduction b. HIV Counseling & Testing <input type="checkbox"/> Category 2: Partner Counseling and Referral Services <input type="checkbox"/> Category 3: Prevention Case Management <input type="checkbox"/> Category 4: School-based Programs <input type="checkbox"/> Category 5: HIV Prevention Program Evaluation, Technical Assistance and Coordination

Proposed Supervisorial District: (Please check (✓) the Supervisorial District where you propose to provide services. Write the proposed percent (%) of the total services that your agency will provide in each District. Total for all Supervisorial Districts must add up to 100%.				
1st District: %	2nd District: %	3rd District: %	4th District: %	5th District: %

Proposed Service Planning Areas (SPAs):			
(Please enter a percentage for each BRG by SPA for which you propose to provide services (If you are submitting a joint proposal under categories 1A and 1B, please completed this section for each of the subcategories based on your budgets).			
The total BRG percentage must add up to 100% for each of the SPAs that you propose to provide services in.			
Additionally, the total for all SPAs must add up to 100%.			
MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 1	%
MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 2	%
MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 3	%
MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 4	%
MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 5	%
MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 6	%

MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 7	%
MSM	%		
MSM/W	%		
MSM/IDU	%		
HM/IDU	%		
F/IDU	%		
WSR	%		
TSR/TIDU	%		
Total:	100%	SPA 8	%
		Total for all SPA	100%

Totals for all SPAs and Supervisorial Districts must add up to 100%.

Signature of Executive Director, CEO or designated Board member	Date
_____	_____

Los Angeles County, Office of AIDS Programs and Policy

RFP Form 2210 (1/2001)

BUDGET INSTRUCTIONS

COST REIMBURSEMENT BUDGETS (FORM 1A)

The following services are to be funded on a cost reimbursement basis:

- Category 1A: HIV Health Education/Risk Reduction Counseling
- Category 1B: Mobile Unit-based Rapid and Non-Rapid Multiple Morbidity Counseling and Testing
- Category 2: Partner Counseling and Referral Services
- Category 3: Prevention Case Management
- Category 4: School-based Programs
- Category 5: HIV Prevention Program Evaluation, Technical Assistance and Evaluation

If your agency is submitting a proposal to provide any of these services, please review the budget instructions for cost reimbursement budgets and complete the cost reimbursement budget forms.

FEE FOR SERVICE BUDGETS (FORM 1B)

The following services are to be funded on a fee for service basis:

- Category 1B: Rapid and Non-Rapid HIV Counseling and Testing Provided at Community-based and Storefront Locations
- Category 1B: Rapid and Non-Rapid HIV Counseling and Testing Provided at County STD Clinics

If your agency is submitting a proposal to provide any of these services, please review the budget instructions for fee for service budgets and complete the fee for service budget forms.

MODIFIED FEE FOR SERVICE BUDGETS (Form 1A and 1B)

The following services are to be funded on a modified fee for service basis:

- Category 1B: Mobile Unit-based Rapid and Non-Rapid HIV/STD Counseling and Testing
- Category 1B: Rapid HIV Counseling and Testing Provided in Jail Settings

If your agency is submitting a proposal to provide any of these services, please review the budget instructions for fee for service budgets and complete the fee for service budget forms for those services to be reimbursed on a fee for service basis. Please review the budget instructions for cost reimbursement budgets and complete the cost reimbursement budget forms for those costs to be reimbursed on a cost reimbursement basis.

COST REIMBURSEMENT BUDGET PREPARATION INSTRUCTIONS

The budget summary and justification forms should be completed carefully in accordance with the instructions provided below. Please be aware that you must provide justification for all proposed costs at the level of detail requested in these instructions.

A. GENERAL GUIDELINES FOR COMPLETING YOUR BUDGET

1. The budget is comprised of Budget Categories, Budget Line Items and Budget Sub-items.

Budget Categories are the major classifications of expense shown on the Budget Summary page: Personnel, Operating Expenses, Capital Expenditures, Other Costs and Indirect Costs.

Budget Line Items are the individual cost items within each budget category. For the Personnel category, for example, budget line items are Salaries and Employee Benefits. The Operating Expenses category includes General Expenses, Travel/Per Diem and Facilities Operations.

Budget Sub-items are the individual cost items within budget line items. For the line item Salaries, for example, sub-items are the individual positions to be funded. Sub-items under the General Expense item include telephone, printing, postage, office supplies, program supplies, etc.

2. Indirect Costs may only be included in the budget if your agency has a current *Negotiated Indirect Cost Rate Agreement (NICRA)* with a federal agency or an auditor certified indirect cost rate. Please note that, although your indirect cost rate may be much greater, indirect cost is limited to 15% of total salaries and employee benefits. In addition, the sum of all administrative costs in your budget, both direct and indirect, may not exceed 10% of total funds requested. The dollar amount of indirect cost to be included in your budget should be entered on the Budget Summary Form.

B. GUIDELINES FOR DETERMINING TYPES OF COSTS

There are two types of costs: program costs and administrative costs. Administrative costs can be direct or indirect, while all program costs are considered to be direct.

1. Program costs are defined as the costs incurred for direct service delivery. These costs are normally only incurred as a direct result of providing a specific service to a client or his or her family members.

Examples of program costs are:

- Salaries and related employee benefits for staff who provide direct services to clients, their clinical supervisors and other staff who directly assist these individuals in the provision of services

- Consultants who provide direct services to clients, supervise program staff, develop program materials or perform other program functions
 - Program supplies such as educational materials, medical supplies and other supplies that are used specifically for this program
 - Office supplies that directly support program activities such as folders for client charts
 - Travel costs for program staff
 - Printing and photocopying of medical forms, program materials and other materials used by or for program participants
 - Equipment used for direct service delivery
 - General liability insurance associated with program staff or space
 - Maintenance of client records, including client and service data entry
2. Administrative costs are defined as the costs incurred for usual and recognized overhead, including established indirect rates for agencies; management and oversight of specific programs; and other types of program support such as quality assurance, quality control and related activities. Administrative costs must not exceed 10% of your total budget.

Examples of administrative costs are:

- Salaries and related employee benefits for accounting, secretarial and management staff, including those individuals who produce, review and sign monthly reports and invoices
- Consultants who perform administrative, non-service delivery functions
- General office supplies
- Travel costs for administrative and management staff
- General office printing and photocopying
- General liability insurance associated with administrative staff or space
- Audit fees

As mentioned above, administrative costs can be direct or indirect. Direct and indirect administrative costs combined must not exceed 10% of the budget.

Both program and administrative costs, as defined above, can be direct costs if they are directly attributable to the program.

3. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services.

Examples of direct costs are:

- Salaries and related employee benefits for staff who charge their time directly, on the basis of actual time worked, to the program or project for which they work
- Expenses related to staff that are direct-charged, including recruitment costs and travel expense
- Telephone expenses related to a unique telephone number or an extension for which expenses can be determined and substantiated on an actual or allocated basis
- Space costs and related expenses for facility space that is used only for funded activities, for which expenses can be determined and substantiated on an actual or allocated basis
- All program supplies, as defined above
- Other expenses that are both directly attributable to the program and consistently treated, on an agency-wide basis, as direct costs

4. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

Examples of indirect costs are:

- Salaries and related employee benefits for staff who do not charge their time directly to specific individual programs and/or projects, either because of the nature of the position or because it is not realistic to allocate their salaries, on the basis of actual time worked, to numerous programs or projects funded by multiple sources
- Expenses related to staff who are indirectly-charged, including recruitment costs and travel expense
- Telephone costs and space usage that is not designated solely to the program, for which actual expense cannot be determined and/or substantiated
- Other administrative expenses that are not specifically identified with the program

All indirect costs are normally pooled to create an indirect cost rate which is then applied to individual grant and contract-supported projects. The inclusion of indirect cost rates in budgets will be permitted only if your agency has a Negotiated Indirect Cost Rate Agreement (NICRA) with a federal agency or an auditor certified indirect cost rate.

Indirect costs are calculated in a number of standard ways. In some cases, an agency's rate is determined without consideration of the costs of equipment and capital improvements. If your indirect rate has been determined using this method, it must be applied in a consistent manner, that is, by applying it to your proposed program costs less equipment and capital improvements. Other methodologies are also used, but in all cases you must apply your indirect cost rate to your program costs in a manner that is consistent with the way it was calculated on your NICRA or auditor certified rate.

Please note that, although your indirect cost rate may be much greater, indirect cost is limited to 15% of total salaries and employee benefits. In addition, the sum of all administrative costs in your budget, both direct and indirect, may not exceed 10% of total budget funds.

The dollar amount of indirect cost to be included in your budget should be reported on the Budget Summary Form.

C. SUMMARY OF UNALLOWABLE COSTS

Below is a summary of unallowable costs; it is not intended to be a complete or definitive listing. Agencies are responsible for referring to the documents referenced below for complete guidelines.

The following costs are not permitted under the *Public Health Service Grants Policy Statement* and *OMB Circular A-122*:

- Bad debts
- Capital improvements
- Contingency provisions
- Contributions and/or donations to others
- Depreciation expenses as a direct cost and as related to federally-funded equipment
- Entertainment costs
- Fines and penalties
- Interest expense, unless the expense meets the specific criteria outlined in the regulations

- Land or building acquisition (includes mortgage payments)
- Lobbying costs
- Refreshments
- Stipends
- Taxes for which exemptions are available to the organization

The following costs are not permitted under the *California Government Code Section 16645 through Section 16649*:

- Assisting, promoting or deterring union organizing by employees performing work on a state service contract

The Office of AIDS Programs and Policy has provided the following clarification concerning the purchase of condoms and client incentives:

- Funds may be used to purchase condoms for clients of prevention programs for primary prevention. Before using funds for the purchase of condoms, agencies should exhaust all other resources, including other funding sources and free condom distribution. If purchasing condoms, agencies should avoid purchasing condoms with Nonoxynal-9. This is according to the CDC's 2002 STD Treatment Guidelines that state that "condoms lubricated with spermicides are no more effective than other lubricated condoms in protecting against the transmission of HIV and other STDs". In addition, "spermicide-coated condoms cost more, have a shorter shelf-life than other lubricated condoms, and have been associated with urinary tract infections in young women".
- Funds may be used to purchase client incentives such as phone cards, bus tokens, food vouchers and hygiene kits to contribute to the achievement of the objectives of evidence- or behavior change theory-based HIV prevention interventions. The amount requested must be reasonable and fully justified.

D. BUDGET JUSTIFICATION SECTION

In the budget justification section, provide a clear and complete description that explains:

- The purpose of each budget line item and/or sub-item and how it is directly connected to the provision of a given service
- The dollar amount requested for the item and the methodology used to calculate the amount

Several forms have been provided that include sections for a short descriptive justification for each budget category. Your justification must include all of the proposed budget line items and/or sub-items within that budget category. For example, the justification for Personnel must include a description of each position to be funded. The justification for Operating Expenses (General Expenses) should include budget sub-items such as telephone, printing, postage, office supplies and program supplies. The justification for Operating Expenses (Travel/Per Diem) should include local and out-of-town staff travel. The justification for Operating Expenses (Facilities Operations) should include rent, utilities and facility maintenance.

Please round all annual salaries and amounts requested to the nearest dollar.

Specific instructions for each budget category are as follows:

PERSONNEL

1. Salaries:

Separate forms are provided for full time and part time staff. If your agency has multiple employee benefit rates, please group staff according to the rate received and prepare a separate personnel form for each group.

On the form, briefly describe each position. The following must also be included for each position:

- The exact title of the position
- The annual salary of the individual (rounded to the nearest dollar)

NOTE: If a salary increase is scheduled to go into effect during the period covered by the budget, indicate both salary levels and the number of months for each; for example, \$25,000 (9 months) / \$25,750 (3 months).

- The full-time equivalent (FTE) of the position (the amount of time the individual will devote to the program)

NOTE: This value should be in decimals. Example: if a 40-hour workweek constitutes full-time employment in your agency, then a full-time employee who works all 40 hours on this program would be 1.00 FTE. An employee who works a total of 20 hours per week on the program would be .50 FTE. FTE's may be calculated up to a maximum of three decimal places.

- The number of months the employee is expected to work on the program
- The amount of funding requested (rounded to the nearest dollar)
NOTE: Generally this should be the annual salary multiplied by the FTE, adjusted for number of months of work. If you utilize some other methodology to derive these costs, describe it and explain why it is used.

The employee benefits percentage should also be entered on this form.

Employee Benefits:

A form for your employee benefits calculations is included in the budget. If your agency has multiple employee benefit rates, include a separate page for each rate.

Part I

Submit a copy of the “Statement of Functional Expenses” from your agency’s most recent audited financial statement to support the agency’s rate request. On the form, indicate the fiscal year ending, agency rate, and rate requested. If the rate requested exceeds the agency rate, include a justification in the space provided.

Part II

On the form, itemize all components of the employee benefit rate. Applicable components must be detailed by percent of salary expense, not by dollars expended.

The employee benefits form must also include a sentence that states that the rate is applied equally to all personnel line items or, if this is not the case, how the rate applies (i.e. “... applies equally to all personnel line items except...”).

OPERATING EXPENSES

Justifications for items in this budget category must include the following:

- Sufficient information to clearly show how the costs were determined
 - The total amount requested for each item (rounded to the nearest dollar)
1. **Operating Expenses (General Expenses):**
This form should include budget sub-items such as telephone, printing, postage, insurance, client incentives, office supplies, program supplies and audit expenses.

Supplies should be grouped into two main categories: those that relate to the number of clients being served, such as educational and medical supplies, and those that do not, such as computer software and office supplies. A direct correlation between direct client-related supply costs and the proposed number of units of service should be demonstrated.
 2. **Operating Expenses (Travel/ Per Diem):**

This form should include local and out-of-town staff travel. Each justification should include the purpose of the travel, the mode of transportation (private car, public transport, taxi/car service, etc.) and the methodology used to calculate the cost. Sufficient information to clearly show how the travel costs were determined or the methodology used should be provided. For example, 50 training sessions @ 20 miles round trip @ \$.325 per mile. All travel must be directly related to accomplishing the objectives of the program.

Please note, the maximum allowable reimbursement rate for mileage is Los Angeles County's prevailing rate, currently \$.325 per mile.

Travel requests for conference attendance may include lodging costs. All requests for reimbursement of conference-related travel costs must clearly demonstrate that the conference addresses the services provided under the specific contract and that participation in the conference will enhance service delivery.

3. Operating Expenses (Facilities Operations):
This form should include budget sub-items such as rent, utilities and facility maintenance. The justification provided must contain an explanation of how the amount of space charged was determined and how the cost of that space has been calculated.

CAPITAL EXPENDITURES

This form should include all equipment requests. Equipment is defined as any single item with a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of (a) the capitalization level established by your agency for financial statement purposes, or (b) \$5,000. The justification should list each specific item of equipment with purchase price and indicate the purpose of the equipment and who will use it.

Please note that equipment may only be included in the budget to the extent that it is used by the funded program. If, for example, a proposed photocopier will also be used by other agency programs, only a prorated share of the total cost of the photocopier may be included in the budget.

The equipment form must include the following:

- A listing of each item
- The proposed use of the equipment, and by whom
- The percentage of use in support of the proposed program
- The amount requested for each item (rounded to the nearest dollar)

Please note that all non-expendable equipment, as defined above, as well as all sensitive equipment or furniture must be carefully monitored, inventoried and accounted for. Sensitive equipment or furniture is defined as any highly desirable portable item (e.g., calculators, typewriters, computers, printers, dictation devices, microscopes, etc.) regardless of cost.

An equipment inventory log must be submitted with the annual cost report at year-end, detailing all equipment purchased.

OTHER COSTS

This form should include all consultant/contractual items.

1. Consultant Agreements:

A consultant agreement is defined as an agreement with an individual to provide a service or with an individual or firm to provide a support service, such as accounting, audit, clerical work or ancillary services such as laboratory or x-rays.

In this budget section, you will need to include brief scopes of work for all consultants and state how each assists the agency in meeting the program's service delivery objectives. The following must also be included for each consultant agreement:

- The generic type of service to be provided (i.e. direct client service delivery, staff training, etc.)
- The rate to be paid for the services to be provided
- The time frame for the consultant agreement
- The amount requested (rounded to the nearest dollar)

2. Contractual Agreements:

A subcontract is defined as an agreement with an organization or firm to deliver any direct services. If you are proposing to subcontract with another organization, you must state the name of the subcontractor and the purpose of the subcontract.

Please be aware that all subcontractors are subject to the same federal, state and local regulations as your agency. Also note, all subcontract agreements must be submitted to the Office of AIDS Programs and Policy and receive written approval prior to execution.

INDIRECT COSTS

Indirect costs may only be included in the budget if your agency has a current Negotiated Indirect Cost Rate Agreement (NICRA) with a federal agency or an auditor certified indirect cost rate. Please note that, although your indirect cost rate may be much greater, indirect cost is limited to 15% of total salaries and employee benefits. In addition, the sum of all administrative costs in your budget, both direct and indirect, may not exceed 10% of total budget funds.

The dollar amount of indirect costs to be included in your budget should be reported on the budget summary page.

BUDGET SUMMARY

Once you have completed the individual budget pages, the bottom line total of each must be entered on the appropriate budget category line on the Budget Summary page. Indirect costs are also entered on this summary page.

FORM 1 A: COST REIMBURSEMENT BUDGET FORMS

AGENCY NAME:

RFP CATEGORY:

BUDGET SUMMARY	
BUDGET CATEGORY	AMOUNT
Personnel (Salaries and Employee Benefits)	
Operating Expenses (General, Travel/Per Diem, Facilities Operations)	
Capital Expenditures	
Other Costs (Consultant/Contractual)	
Indirect Costs *	
TOTAL BUDGET	

*To request funds for indirect costs, agency must have one of the following:

Federal Negotiated Indirect Cost Rate Agreement (NICRA)

Auditor Certified Indirect Cost Rate

Indirect Cost is limited to 15% of Total Personnel.

(The sum of all administrative costs, direct and indirect, is limited to 10% of total budget.)

AGENCY NAME:

RFP CATEGORY:

PERSONNEL SERVICES FORM (FULL TIME)

Title	Annual Salary	FTE	# of Months	Amount Requested
Position description:				
Position description:				
Position description:				
Position description:				

Salary Subtotal

Employee Benefits (enter percentage)

(enter
percentage)

Total Personnel Costs - Full Time

If you need additional space, feel free to make copies of this form. The Total Amount requested should be stated on the last page only.

AGENCY NAME:

RFP CATEGORY:

PERSONNEL SERVICES FORM (PART TIME)

Title	Annual Salary	FTE	# of Months	Amount Requested
Position description:				
Position description:				
Position description:				
Position description:				

Salary Subtotal

Employee Benefits (enter percentage)

(enter percentage)

Total Personnel Costs - Part Time

If you need additional space, feel free to make copies of this form. The Total Amount requested should be stated on the last page only.

AGENCY NAME:

RFP CATEGORY:

PERSONNEL SERVICES FORM (EMPLOYEE BENEFITS)

Part I

To support the rate requested:

Please provide a copy of your agency's statement of functional expenses from your most recent audited financial statements.

Fiscal Year

Ending

Agency Rate

Rate Requested

(Provide justification above if the "Rate Requested" exceeds the "Agency Rate")

Part II

COMPONENT**PERCENTAGE**

F.I.C.A.

Health Insurance

Unemployment Insurance

Disability Insurance

Life Insurance

Workers Compensation

Pension/Retirement

Other (itemize):

TOTAL

Please explain in a sentence if the above rate is applied equally to all personnel lines.

AGENCY NAME:

RFP CATEGORY:

BUDGET CATEGORY- OPERATING EXPENSES (General Expenses)	Amount Requested
Item: Methodology Used:	
Item: Methodology Used:	
Item: Methodology Used:	
Item: Methodology Used:	
Item: Methodology Used:	
Item: Methodology Used:	

Total Requested - Operating Expenses (General Expenses)

--

If you need additional space, feel free to make copies of this form.

The Total Amount requested for "Operating Expenses (General Expenses)" should be stated on the last page only.

AGENCY NAME:

RFP CATEGORY:

BUDGET CATEGORY- OPERATING EXPENSES (Travel/Per Diem)	Amount Requested
Item: Methodology Used:	<div></div>
Item: Methodology Used:	<div></div>
Item: Methodology Used:	<div></div>
Item: Methodology Used:	<div></div>

Total Requested - Operating Expenses (Travel/Per Diem)

If you need additional space, feel free to make copies of this form.

The Total Amount requested for "Operating Expenses (Travel/Per Diem)" should be stated on the last page only.

AGENCY NAME:

RFP CATEGORY:

BUDGET CATEGORY- OPERATING EXPENSES (Facilities Operations)	Amount
Item: Methodology Used:	
Item: Methodology Used:	
Item: Methodology Used:	
Item: Methodology Used:	
Total Requested - Operating Expenses (Facilities Operations)	
GRAND TOTAL- Operating Expenses	\$

If you need additional space, feel free to make copies of this form.

The Total Amount requested for "Operating Expenses (Facilities Operations)" should be stated on the last page only.

The Total Amount requested for "Operating Expenses" should be stated on the last page only.

AGENCY NAME:

RFP CATEGORY:

BUDGET CATEGORY- CAPITAL EXPENDITURES	Amount Requested
Item: Methodology Used:	<div></div>
Item: Methodology Used:	<div></div>
Item: Methodology Used:	<div></div>
Item: Methodology Used:	<div></div>

Total Capital Expenditures Requested

Note- Equipment is defined as any single item with a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by your agency for financial statement purposes, or (b) \$5,000

If you need additional space, feel free to make copies of this form.

The Total Amount requested for "Capital Expenditures" should be stated on the last page only.

AGENCY NAME:

RFP CATEGORY:

BUDGET CATEGORY- OTHER COSTS (CONSULTANT/CONTRACTUAL)	Amount Requested
Consultant/Contractor: Type of Service: Rate and Terms of Service:	
Consultant/Contractor: Type of Service: Rate and Terms of Service:	
Consultant/Contractor: Type of Service: Rate and Terms of Service:	
Consultant/Contractor: Type of Service: Rate and Terms of Service:	
Consultant/Contractor: Type of Service: Rate and Terms of Service:	
Consultant/Contractor: Type of Service: Rate and Terms of Service:	

Total Other Costs (Consultant/Contractual) Requested

--

*If you need additional space, feel free to make copies of this form.**The Total Amount requested for "Capital Expenditures" should be stated on the last page only.*

FEE FOR SERVICE**BUDGET PREPARATION INSTRUCTIONS**

Only complete this form if you are applying in a category to be reimbursed on a fee-for-service or modified fee-for-service basis.

This form must include:

- The number of units of service to be provided
- The total amount requested for each service
- The amount requested for administrative costs (limited to 10% of the total amount requested)
- The total amount requested

Please note, the fee structure outlined in the budget forms is subject to change.

Also note, at contract year-end, fee for service providers must demonstrate sufficient actual costs to substantiate the established rate of reimbursement.

FORM 1 B: FEE FOR SERVICE BUDGET

AGENCY NAME:

RFP CATEGORY:

Non-Rapid Testing for High Risk Negative Clients			
SERVICE PROVIDED	FEE PER UNIT	NUMBER OF UNITS	AMOUNT REQUESTED
Risk Assessment Counseling Session	\$25		
HIV Test	\$10		
Disclosure Counseling Session	\$20		
Linked Referrals	\$7		
No Show Follow-Up (Confidential Services Only)	\$10		
Post Disclosure Counseling Session (High Risk and HIV Positive Only)	\$20		
Partner Counseling and Elicitation Interview (HIV Positive Only)	N/A		
SUBTOTAL			

Non-Rapid Testing for HIV-Positive and Inconclusive Clients			
SERVICE PROVIDED	FEE PER UNIT	NUMBER OF UNITS	AMOUNT REQUESTED
Risk Assessment Counseling Session	\$25		
HIV Test	\$55		
Disclosure Counseling Session	\$38		
Linked Referrals	\$17		
No Show Follow-Up (Confidential Services Only)	\$29		
Post Disclosure Counseling Session (High Risk and HIV Positive Only)	\$25		
Partner Counseling and Elicitation Interview (HIV Positive Only)	\$20		
SUBTOTAL			

Non-Rapid Testing for Low Risk Clients			
SERVICE PROVIDED	FEE PER UNIT	NUMBER OF UNITS	AMOUNT REQUESTED
Risk Assessment Counseling Session	\$23		
HIV Test	\$10		
Disclosure Counseling Session	\$5		
Linked Referrals	N/A		
No Show Follow-Up (Confidential Services Only)	N/A		
Post Disclosure Counseling Session (High Risk and HIV Positive Only)	N/A		
Partner Counseling and Elicitation Interview (HIV Positive Only)	N/A		
SUBTOTAL			

Rapid Testing for High Risk Negative Clients				
SERVICE PROVIDED	FEE PER UNIT	NUMBER OF UNITS	AMOUNT REQUESTED	
Risk Assessment Counseling Session	\$23			
HIV Test	N/A			
Disclosure Counseling Session	\$25			
Linked Referrals	\$10			
No Show Follow-Up (Confidential Services Only)	N/A			
Post Disclosure Counseling Session (High Risk and HIV Positive Only)	\$20			
Partner Counseling and Elicitation Interview (HIV Positive Only)	N/A			
SUBTOTAL				

Rapid Testing for HIV-Positive and Inconclusive Clients			
SERVICE PROVIDED	FEE PER UNIT	NUMBER OF UNITS	AMOUNT REQUESTED
Risk Assessment Counseling Session	\$23		
HIV Test	\$45		
Disclosure Counseling Session (Includes Partner Counseling & Elicitation Interview)	\$40		
Linked Referrals	\$20		
No Show Follow-Up (Confidential Services Only)	\$25		
Post Disclosure Counseling Session (High Risk and HIV Positive Only)	\$20		
Partner Counseling and Elicitation Interview (HIV Positive Only) (See Disclosure Counseling)	N/A		
SUBTOTAL			

Rapid Testing for Low Risk Clients			
SERVICE PROVIDED	FEE PER UNIT	NUMBER OF UNITS	AMOUNT REQUESTED
Risk Assessment Counseling Session	\$23		
HIV Test	N/A		
Disclosure Counseling Session	N/A		
Linked Referrals	N/A		
No Show Follow-Up (Confidential Services Only)	N/A		
Post Disclosure Counseling Session (High Risk and HIV Positive Only)	N/A		
Partner Counseling and Elicitation Interview (HIV Positive Only)	N/A		
SUBTOTAL			

SUBTOTAL

ADMINISTRATIVE COST (LIMITED TO 10% OF TOTAL AMOUNT REQUESTED)

TOTAL AMOUNT REQUESTED

Please note, fee structure is subject to change.

MODIFIED FEE FOR SERVICE
BUDGET PREPARATION INSTRUCTIONS

If you are applying to provide services that are reimbursed on a modified fee for service basis:

- Review the budget instructions for fee for service budgets and complete the fee for service budget forms for those services to be reimbursed on a fee for service basis
- Review the budget instructions for cost reimbursement budgets and complete the cost reimbursement budget forms for those costs to be reimbursed on a cost reimbursement basis, as outlined below:

Category 1B: Mobile Unit-based Rapid and Non-Rapid HIV/STD Counseling and Testing

- Up to 60% of one driver/counselor's salary and employee benefit costs, annualized salary amount not to exceed \$35,000
- Up to 50% of one mobile testing unit program coordinator's salary and employee benefit costs, annualized salary amount not to exceed \$50,000
- General operating expenses including generator service, water/sewage, cleaning, vehicle insurance, mileage at \$1.50 per mile and vehicle maintenance and repair costs. Requests for general operating expenses may not exceed \$30,000.
- Indirect costs, per guidelines outlined in cost reimbursement budget instructions

Category 1B: Rapid HIV Counseling and Testing Provided in Jail Settings

- Up to 50% of each HIV Counselor's salary and employee benefits, annualized salary amounts not to exceed \$40,000
- Indirect costs, per guidelines outlined in cost reimbursement budget instructions
- The total amount requested on a cost reimbursement basis may not exceed 50% of the total amount requested to provide this service.

Form 2. County of Los Angeles – Community Business Enterprise Program (CBE)**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form****INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:****FIRM NAME:** _____

- ☐ **I AM NOT** A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
- ☐ **I AM**

- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS**ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

Form 2. County of Los Angeles – Community Business Enterprise Program
(continued)**CBE SANCTIONS**

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
 - a) Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purpose of this article.
 - b) Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women-owned business enterprise, or both.
 - c) Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article
2. Any person or business that violated paragraph (1) shall be suspended from proposing on, or participating as contractor, sub-contractor, or supplier in, any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a sub-contractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

Signature

Title

Date

CBE FORM

revised 06/01

Form 3. Minority Service Provider Status**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY****Minority Service Provider Status Survey**

ORGANIZATION: _____

A minority service provider must:

- a) Be located in or near the targeted community(ies) to be served;
 - b) Have a documented history of providing services to the targeted community(ies) to be served;
 - c) Have documented linkages to the targeted populations to help close the gap in access to service for highly impacted communities of color; and
 - d) Provide services in a manner that is culturally and linguistically appropriate.
-

Please complete the following information by checking the appropriate response.
Please provide a response to each question.

1. Based upon the definition provided above, is your agency an eligible minority service provider?

YES ☐ NO ☐

2. Are more than 50% of the positions on the executive board or governing body filled by persons of the racial/ethnic minority group(s) served?

YES ☐ NO ☐

Include a roster of your Board or other governing body (advisory boards are not acceptable), with names of the members and their racial/ethnic identities.

3. Are more than 50% of key management, supervisory, and administrative positions (e.g., executive director, program director, fiscal director) filled by persons of the racial/ethnic minority group(s) served?

YES ☐ NO ☐

Include a roster of your key management members, their titles and their racial/ethnic identities.

Form 3. Minority Service Provider Status (continued)

**COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY**

Minority Service Provider Status Survey

ORGANIZATION:

4. Are more than 50% of key service provision positions (staff members in HIV direct services) filled by persons of the racial/ ethnic minority group(s) served?

YES ☐ NO ☐

Include a roster of your key service provision positions, their titles and their racial/ethnic identities.

AGENCY

PRINT NAME EXECUTIVE DIRECTOR

TITLE

SIGNATURE EXECUTIVE DIRECTOR

DATE _____

Revised: 10/2002

Form 4. The Scope of Work Description**Overview and Instructions**

The Scope of Work (SOW) is a very important part of the proposal. It contains the deliverables of the contract, for which the agency is responsible. The SOW also functions as a master plan for the program. Applicants should use the *Program Description* in the RFP to complete this form as it includes the purpose of this program and activities that can be developed into objectives. Applicants are encouraged to be creative in the development of their program, which may result in additional goals and objectives not described in the *Program Description*. These should also be included in this form.

The Scope of Work is composed of broad statements that clearly describe the purpose of the program, activities that will lead to meeting that purpose, timeline for accomplishing the activities and methods for determining/measuring whether the applicant was successful in meeting the program purpose:

- **Goal(s):** The overall purpose for the program.
- **Measurable Objectives:** The process and outcome activities (stated in measurable terms) by which the goal will be accomplished.
- **Implementation Activities:** The specific steps necessary to accomplish the objectives.
- **Timeline:** The due dates for each objective and implementation activity.
- **Method(s) of Evaluating Objectives and Documentation:** This is a description of how the success of the objectives will be documented to demonstrate a successful outcome.

The SOW is organized with the goal at the top, the measurable objective in the first column, the implementation activities in the second, the timeline in the third, and the methods for evaluating and documenting columns one through three in the last column. The implementation activities, timeline and method(s) of evaluating objectives and documentation support the measurable objective.

The objectives, implementation activities, timelines and methods of evaluation usually follow a logical sequence in time. For example, an objective describing outreach to recruit participants should come before an objective that has the recruited participants that are now receiving the service. With implementation activities, a promotion plan must be developed before services are delivered, sites for childcare should be identified before the childcare is conducted, etc. The timeline, method for evaluating the objectives and documentation of this process follow.

The measurable objectives should be arranged in order from the least intensive to the most intensive. Objectives that deal directly with the target population take precedence. For example, objectives calling for training peer educators or creating public service announcements would be placed at the end of the SOW.

Finally, all staff are responsible for the performance of the program and meeting the agency objectives, therefore - **everyone involved with the program should have a copy of the SOW and be familiar with its contents.**

How to Develop a Scope of Work: Seven Easy Steps

Step 1. Goal

Develop the overarching goal for the program. Include behavioral risk group(s) and service planning area. Usually, “To reduce the spread of

Step 2. Measurable Objectives: Main Objectives (e.g., Objectives 1.0, 2.0, 3.0 etc.)

Determine all intervention types to be conducted (e.g., GLI, ILI, PCM). These are your main objectives.

Step 3. Measurable Objectives: Sub-Objectives (e.g., 1A.0, 1B.0, 1C.0, 2A.0, 2B.0 etc.)

Determine all outcomes for each intervention. Remember to include outcomes and indicators listed in RFP for each intervention. All objectives should be from the client’s perspective (e.g. client will improve their pre to post-test score by 15%, client will have maintained at least one risk reduction behavior). These are your sub-objectives. There should be multiple sub-objectives for each main objective.

Step 4. Implementation Activities

Develop activities need to implement each objective. Each main objective and sub-objective should have at least one implementation activity.

Step 5. Timeline and Methods of Evaluating Objectives and Documentation

Develop due dates/timeline and method of documenting/evaluating each implementation activity.

Step 6. Determine number of clients to be service for each objective. Start with weekly estimates then move to determine a yearly number.

Step 7. Place all components into Scope of Work Template.

Form 4A. Scope of Work Template

Name of Service Provider:

Category:

Target Population:

SCOPE OF WORK**(To be completed by Proposer based on Statement of Work outlined in RFP and proposal.)****Goal No. 1:**

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By (DATE), a minimum of (NUMBER), will (ACTIVITY/SERVICE DESCRIPTION).	1.1	By (DATE)	1.1
	1.2	(DATE)	1.2
	1.3	(DATE)	1.3

Form 5. Identification of Consultants and/or Volunteers

List below all consultants and/or volunteers involved with the preparation of this proposal.
Please indicate if the person is a consultant or volunteer.

(Type "None" if not applicable)

THIS FORM MUST BE SUBMITTED WITH ALL PROPOSALS.

	<i>Please check one:</i>	
	<i>Consultant</i>	<i>Volunteer</i>
1.		
2.		
3.		
4.		
5.		

Form 6. Letter of Intent to Enter into A Memorandum of Understanding**TO:**

Name of proposing agency

*Address of proposing agency***FROM:**

Name of collaborating agency

Address of collaborating agency

Pending award of funding for proposal submitted in response to “RFP #2004-04: HIV Prevention Services – Health Education/Risk Reduction and HIV Counseling and Testing”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:

I understand that this information may be verified by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy.

Authorized Signatory of Proposing Agency

Title

Date

Authorized Signatory of Collaborating Agency

Title

Date

Form 6A. Letter of Intent to Enter into A Memorandum of Understanding (Sample)

TO: Language Services R Us
555 W. South Street
 Los Angeles, CA 90000

Address of proposing agency

FROM: HIV Prevention Inc.
777 E. 32nd Street
Los Angeles, CA 90000

Address of collaborating agency

Pending award of funding for proposal submitted in response to “RFP #2004-04: HIV Prevention Services – Health Education/Risk Reduction and HIV Counseling and Testing”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:

1. Refer clients accessing our HIV/AIDS primary care service to Client Advocacy Services R Us for Language services needed to facilitate access to HIV/AIDS services.
2. Will promote the availability of services to clients.
3. etc...

I understand that this information may be verified by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy.

	Executive Director	5/08/04
Authorized Signatory of Proposing Agency	Title	Date
	Chief Executive Officer	5/09/04
Authorized Signatory of Collaborating Agency	Title	Date

Form 7. Bilateral Service Agreement**TO:**

Name of proposing agency

*Address of proposing agency***FROM:**

Name of collaborating agency

Address of collaborating agency

Pending award of funding for proposal submitted in response to “RFP #2004-04: HIV Prevention Services – Health Education/Risk Reduction and HIV Counseling and Testing”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:

Proposing Agency:

Collaborating Agency:

I understand that this information may be verified by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy.

Authorized Signatory of Proposing Agency

Title

Date

Authorized Signatory of Collaborating Agency

Title

Date

Form 7A. Bilateral Service Agreement (Sample)

TO: HIV/AIDS Service Provider A
555 W. South Street
Los Angeles, CA 90000

} *Address of proposing agency*

FROM: Acme Service Providers, Inc.
777 E. 32nd Street
Los Angeles, CA 90000

} *Address of collaborating agency*

Pending award of funding for proposal submitted in response to “RFP #2004-04: HIV Prevention Services – Health Education/Risk Reduction and HIV Counseling and Testing”, we agree to coordinate and collaborate with the above-named proposing agency in the following manner:

Proposing Agency:

1. Will provide services for clients referred by *HIV/AIDS Service Provider A, Inc* clients.
2. Etc.

I understand that this information may be verified by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy.

Authorized Signatory of Proposing Agency

Executive Director

Title Date

5/08/04

Authorized Signatory of Collaborating Agency

Chief Executive Officer

Title Date

5/09/04

Form 8. Services Funding

Provide a list of all funding received. Include the funding source, amount, and term (in fiscal years) for all HIV/AIDS prevention services provided during the last three years and for all current HIV-related services provided. Use additional pages if necessary.

HIV/AIDS PREVENTION SERVICES (include all for the last three years)

Funding Source	Service	Amount	Term
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HIV-RELATED CARE SERVICES (include all for the last three years)

Funding Source	Service	Amount	Term
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Form 9. Certification of No Conflict of Interest

Certification of No Conflict of Interest

The Los Angeles County Code, Section 2.180.010, provides as follows:

Contracts Prohibited

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Form 10. Contractor Non-Responsibility and Debarment

**COUNTY OF LOS ANGELES
CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- ☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date

FORM 11: Employee Jury Service Program

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Form 12. Contractor's Equal Employment Opportunity (EEO) Certification

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 22001, Administrative Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

Name and Title of Signer

(Please Print or Type)

Signature

Date

Form 13.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

Form 14.

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____ Date: _____

Form 15.

Attestation of Willingness to Consider GAIN/GROW Participants

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____ YES (subject to verification by County) _____ NO

- B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION

FORM 16**PROSPECTIVE CONTRACTOR REFERENCES**

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

FORM 17**PROSPECTIVE CONTRACTOR PUBLIC ENTITY REFERENCE LIST**

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary. This information will be used to verify past performance. This list may include references from Form 17.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

XV. Exhibits

Exhibit 1. Service Planning Areas (SPAs) and Zip Codes



Service Planning Area (SPA) Descriptions

SPA1: Antelope Valley

SPA 1-Antelope Valley-is located about 60 miles north of downtown Los Angeles and covers approximately 2,500 square miles of desert, forest and rural area. It extends north to the Kern County line and east to San Bernardino County line. The Angeles National Forest (Highway 117) forms the SPA's southern border. Its western border includes the Ventura County line, and a boundary line running south through the Angeles National Forest, east of Lake Elizabeth and Green Valley, to the Sierra Highway along Sand Canyon Road, through a portion of the City of Santa Clarita to Little Tujunga Road on the South. Its largest cities are Lancaster, Palmdale and Santa Clarita.

SPA 2: San Fernando Valley

SPA 2-San Fernando Valley-is a large suburban area north of the Los Angeles basin that includes sizable portions of the Angeles National Forest. Its eastern boundary runs through the forest northwest of Lake Elizabeth, and extends along Sand Canyon Road through the eastern portion of the City of Santa Clarita. The border continues east along Highway 117, down Angeles Forest Highway, west to a line south of Big Tujunga Canyon Road, then south again along the border of the City of Pasadena. SPA 2's western border is the Ventura County line. Its southern border runs parallel to the city limits of Glendale and Burbank along Mulholland Drive and Mulholland Highway, through state parkland and the Santa Monica Mountains. Its largest cities are Burbank, Glendale and sizable portion of the City of Los Angeles.

SPA 3: San Gabriel Valley

SPA 3-San Gabriel Valley-is one of the largest County geographic regions in terms of land area, second only to the Antelope Valley (SPA 1). SPA 3 is situated between the San Gabriel Mountains to the north and the Whittier Hills to the south. The foothills are dotted with a number of independent cities such as Glendora, Sierra Madre, San Dimas, La Verne, Pasadena and Claremont. The SPA's western border is defined by the western boundaries of the cities of Pasadena, South Pasadena, Alhambra and Monterey Park. Its eastern boundary is the San Bernardino County line, contiguous with the city boundaries of Claremont, Pomona and Diamond Bar. SPA 3's southern border runs below a series of unincorporated areas (Whittier Narrows, Hacienda Heights, Rowland Heights) and the Orange County line. Pasadena, the largest city in SPA 3, is also its own health district.

SPA 4: Metro

SPA 4-Metro-is located in the geographic center of the County. It shares boundaries with all but two of the eight County SPAs (SPA 1-Antelope Valley and SPA 8-South Bay-Long Beach). Its northern border touches the SPA 2 communities of Glendale and Burbank in an area generally parallel to the Ventura (134) Freeway. Its southern border runs along Washington Boulevard, beginning at La Cienega Boulevard to the Harbor (110) Freeway, then south to Adams Boulevard and east to Hooper, and north again to 21st Street and 25th Street (the northern border of the City of Vernon) to Indiana Street, which is the Los Angeles City limit.

The SPA's eastern boundary abuts SPA 3 and SPA 7, following the Los Angeles City limit on Indiana Street from the City of Vernon, separating the community of Boyle Heights from East Los Angeles in SPA 7. Proceeding north to Valley Boulevard, the boundary extends further east to include the campus of California State University, Los Angeles, adjacent to the Long Beach (710) and San Bernardino (10) freeways. The border continues north along the boundaries of the cities of Alhambra, South Pasadena, and Pasadena.

SPA 4's western border is a jagged line that begins in the south on La Cienega Boulevard at Washington Boulevard, travels north and then east along the boundary separating the City of Beverly Hills from the cities of Los Angeles and West Hollywood, along Wonderland Avenue and Mulholland Drive, turning a bit east to the Hollywood (101) Freeway, then north again along Barham Boulevard, east of Universal Studios, to the city limits of Burbank. One of the busiest traffic centers of the County is the four-level freeway interchange in Downtown Los Angeles that conducts traffic in all directions along the 5, 110, 10, and Hollywood 101 Freeways.

The City of West Hollywood and Hollywood, due to the prevalence and size of their gay male population, all generally considered the epicenter of the epidemic in Los Angeles County. SPA 4 encompasses the Los Angeles communities of Downtown LA (where the largest congregation of homeless and immigrant workers can be found), Pico-Union (where there is a large undocumented population), and Silver Lake/Los Feliz/Echo Park (where there are large gay populations).

SPA 5: West

SPA 5-West-includes state-owned land, portions of the Santa Monica Mountains National Recreation Area, coastline, state beaches, marinas and the Los Angeles International Airport (LAX). Its western border is the Ventura County line. Its eastern boundary runs south along Laurel Canyon Boulevard, Doheny Drive, the eastern border of Culver City and La Cienega Boulevard through the western side of Baldwin Hills and Ladera Heights to Imperial Highway. The northern border follows a number of mountain roads beginning with Mulholland Highway on the west, through state parklands, up the western border of Topanga State Park, and along Mulholland Drive to the east. The coastline, reaching from Carrillo State Beach to El Segundo, forms the SPA's southern boundary. Overall, SPA 5 is the highest income area of Los Angeles County.

SPA 6: South

SPA 6-South-stretches from Washington Boulevard on the north to Artesia Boulevard (the 91 Freeway) on the south, and has irregular boundary lines. On the north, SPA 6 borders Los Angeles City communities such as Mid-City, Country Club Park, Pico Union, and Koreatown. The southeastern tip of Downtown Los Angeles and the city boundaries of Vernon, Huntington Park, South Gate, Downey, and Bellflower form the SPA's eastern border. Southern borders align with the city boundaries of Carson and Long Beach, and the unincorporated area of Rancho Dominguez; the southern tip of Compton extends into SPA 8 (South Bay/Harbor). SPA 6's western boundary proceeds along the borders of the neighboring cities of Inglewood and Culver City, extending south and east along portions of La Cienega Boulevard, Fairfax Avenue, Van Ness Avenue, Vermont Avenue, and Figueroa Street. The Harbor (110) and Santa Monica (10) Freeways are major north-south and east-west arteries crossing the SPA. SPA 6 has the highest proportion of communities of color of any of the SPA. Historically a predominantly African American area, it has witnessed an influx of Latinos over the past two decades—which now represents the majority of the population in the SPA.

SPA 7: East

SPA 7-East-is situated south of San Gabriel Valley and east of central Los Angeles. Its northern border runs along the boundaries of unincorporated East Los Angeles, the cities of Montebello, Pico Rivera, and La Habra Heights, and the Puente Hills. The SPA's southeast boundary is the dividing line between Los Angeles and Orange Counties. Its western border is defined by portions of the western limits of the cities of Lakewood, Bellflower, Downey, South Gate, Huntington Park, and Vernon, and the unincorporated areas of Walnut Park and East Los Angeles. Since the County's Service Planning Areas were designed around County Health Districts, the City of Signal Hill (adjacent to but not part of the Long Beach health district) is also included in SPA 7.

SPA 8: South Bay-Long Beach

SPA 8-South Bay/Long Beach-is a mosaic of communities, ports, and incorporated municipalities, including the corridor that links the City of Los Angeles to all major ports of entry for international trade.

The coastline along the Pacific Ocean serves as the western and southern border of SPA 8, from the City of El Segundo to the north, around the Palos Verdes Peninsula to the Los Angeles and Long Beach Harbors on the south. The SPA includes Santa Catalina Island. The eastern boundaries of the City of Long Beach, generally parallel to the San Gabriel River, constitute the eastern border for SPA 8. Its northern boundary is a jagged line that runs from 64th Street in the City of Inglewood-at the northernmost tip of the region-to Figueroa Street, south to the Artesia Highway (91), and east along the northern border of the City of Long Beach to 70th Street. Long Beach is by far the largest city in the SPA, and one of the largest in the State—constituting its own health district. Long Beach hosts a sizable gay community, and various communities of color are predominant in various municipalities through out the region.

Zip Codes with Designated Service Planning Area (SPA)

ZIP	SPA	Region
90001	6	South
90002	6	South
90003	6	South
90004	4	Metro
90005	4	Metro
90006	4	Metro
90007	6	South
90008	6	South
90010	4	Metro
90011	6	South
90012	4	Metro
90013	4	Metro
90014	4	Metro
90015	4	Metro
90016	6	South
90017	4	Metro
90018	6	South
90019	4	Metro
90020	4	Metro
90021	4	Metro
90022	7	East
90023	4	Metro
90024	5	West
90025	5	West
90026	4	Metro
90027	4	Metro
90028	4	Metro
90029	4	Metro
90031	4	Metro
90032	4	Metro
90033	4	Metro
90034	5	West
90035	5	West
90036	4	Metro
90037	6	South
90038	4	Metro
90039	4	Metro
90040	7	East
90041	4	Metro
90042	4	Metro
90043	6	South
90044	6	South
90045	5	West
90046	4	Metro
90047	6	South
90048	4	Metro
90049	5	West
90056	5	West
90057	4	Metro
90058	7	East
90059	6	South
90061	6	South
90062	6	South

ZIP	SPA	Region
90063	7	East
90064	5	West
90065	4	Metro
90066	5	West
90067	5	West
90068	4	Metro
90069	4	Metro
90071	4	Metro
90077	5	West
90201	7	East
90210	5	West
90211	5	West
90212	5	West
90220	6	South
90221	6	South
90222	6	South
90230	5	West
90232	5	West
90240	7	East
90241	7	East
90242	7	East
90245	8	South Bay-LB
90247	8	South Bay-LB
90248	8	South Bay-LB
90249	8	South Bay-LB
90250	8	South Bay-LB
90254	8	South Bay-LB
90255	7	East
90260	8	South Bay-LB
90262	6	South
90265	5	West
90266	8	South Bay-LB
90270	7	East
90272	5	West
90274	8	South Bay-LB
90277	8	South Bay-LB
90278	8	South Bay-LB
90280	7	East
90290	2	San Fernando
90291	5	West
90293	5	West
90301	8	South Bay-LB
90302	8	South Bay-LB
90303	8	South Bay-LB
90304	8	South Bay-LB
90305	8	South Bay-LB
90401	5	West
90402	5	West
90403	5	West
90404	5	West
90405	5	West
90501	8	South Bay-LB
90502	8	South Bay-LB

ZIP	SPA	Region
90503	8	South Bay-LB
90504	8	South Bay-LB
90505	8	South Bay-LB
90506	8	South Bay-LB
90601	7	East
90602	7	East
90603	7	East
90604	7	East
90605	7	East
90606	7	East
90638	7	East
90640	7	East
90650	7	East
90660	7	East
90670	7	East
90701	7	East
90704	8	South Bay-LB
90706	7	East
90710	8	South Bay-LB
90712	7	East
90713	7	East
90715	7	East
90716	7	East
90717	8	South Bay-LB
90723	6	South
90731	8	South Bay-LB
90732	8	South Bay-LB
90744	8	South Bay-LB
90745	8	South Bay-LB
90746	8	South Bay-LB
90802	8	South Bay-LB
90803	8	South Bay-LB
90804	8	South Bay-LB
90805	8	South Bay-LB
90806	8	South Bay-LB
90807	8	South Bay-LB
90808	8	South Bay-LB
90809	8	South Bay-LB
90810	8	South Bay-LB

ZIP	SPA	Region
90813	8	South Bay-LB
90814	8	South Bay-LB
90815	8	South Bay-LB
90822	8	South Bay-LB
90888	8	South Bay-LB
91001	3	San Gabriel
91006	3	San Gabriel
91007	3	San Gabriel
91010	3	San Gabriel
91011	3	San Gabriel
91016	3	San Gabriel
91020	2	San Fernando
91024	3	San Gabriel
91030	3	San Gabriel
91040	2	San Fernando
91042	3	San Gabriel
91101	3	San Gabriel
91103	3	San Gabriel
91104	3	San Gabriel
91105	3	San Gabriel
91106	3	San Gabriel
91107	3	San Gabriel
91108	3	San Gabriel
91201	2	San Fernando
91202	2	San Fernando
91203	2	San Fernando
91204	2	San Fernando
91205	2	San Fernando
91206	2	San Fernando
91207		
91208	2	San Fernando
91214	2	San Fernando
91301	2	San Fernando
91302	2	San Fernando
91303	2	San Fernando
91304	2	San Fernando
91306	2	San Fernando
91311	2	San Fernando
91316	2	San Fernando
91321	2	San Fernando
91324	2	San Fernando
91325	2	San Fernando

ZIP	SPA	Region
91326	2	San Fernando
91330	2	San Fernando
91331	2	San Fernando
91335	2	San Fernando
91340	2	San Fernando
91342	2	San Fernando
91343	2	San Fernando
91344	2	San Fernando
91345	2	San Fernando
91350	1	Antelope Valley
91351	2	San Fernando
91352	2	San Fernando
91354	2	San Fernando
91355	2	San Fernando
91356	2	San Fernando
91364	2	San Fernando
91367	2	San Fernando
91381	2	San Fernando
91384	2	San Fernando
91401	2	San Fernando
91402	2	San Fernando
91403	2	San Fernando
91405	2	San Fernando
91406	2	San Fernando
91411	2	San Fernando
91423	2	San Fernando
91436	2	San Fernando
91501	2	San Fernando
91502	2	San Fernando
91504	2	San Fernando
91505	2	San Fernando
91606	2	San Fernando
91607	2	San Fernando
91702	3	San Gabriel
91706	3	San Gabriel
91711	3	San Gabriel
91722	3	San Gabriel
91723	3	San Gabriel
91724	3	San Gabriel
91731	3	San Gabriel
91732	3	San Gabriel
91733	3	San Gabriel
91740	3	San Gabriel

ZIP	SPA	Region
91741	3	San Gabriel
91744	3	San Gabriel
91745	3	San Gabriel
91746	3	San Gabriel
91748	3	San Gabriel
91750	3	San Gabriel
91754	3	San Gabriel
91755	3	San Gabriel
91765	3	San Gabriel
91766	3	San Gabriel
91767	3	San Gabriel
91768	3	San Gabriel
91770	3	San Gabriel
91773	3	San Gabriel
91775	3	San Gabriel
91776	3	San Gabriel
91780	3	San Gabriel
91789	3	San Gabriel
91790	3	San Gabriel
91791	3	San Gabriel
91792	3	San Gabriel
91801	3	San Gabriel
91803	3	San Gabriel
		San Gabriel
92621	3	San Gabriel
93243	1	Antelope Valley
93510	1	Antelope Valley
93523	1	Antelope Valley
93532	1	Antelope Valley
93534	1	Antelope Valley
93535	1	Antelope Valley
93536	1	Antelope Valley
93543	1	Antelope Valley
93544	1	Antelope Valley
93550	1	Antelope Valley
93551	1	Antelope Valley
93552	1	Antelope Valley
93553	1	Antelope Valley
93580	1	Antelope Valley
93591	1	Antelope Valley

By Zip Code Order within Service Planning Area (SPA)

SPA 1								
91350	1	Antelope Valley	91356	2	San Fernando	91755	3	San Gabriel
93243	1	Antelope Valley	91364	2	San Fernando	91765	3	San Gabriel
93510	1	Antelope Valley	91367	2	San Fernando	91766	3	San Gabriel
93523	1	Antelope Valley	91381	2	San Fernando	91767	3	San Gabriel
93532	1	Antelope Valley	91384	2	San Fernando	91768	3	San Gabriel
93534	1	Antelope Valley	91401	2	San Fernando	91770	3	San Gabriel
93535	1	Antelope Valley	91402	2	San Fernando	91773	3	San Gabriel
93536	1	Antelope Valley	91403	2	San Fernando	91773	3	San Gabriel
93543	1	Antelope Valley	91405	2	San Fernando	91775	3	San Gabriel
93544	1	Antelope Valley	91406	2	San Fernando	91775	3	San Gabriel
93550	1	Antelope Valley	91411	2	San Fernando	91776	3	San Gabriel
93551	1	Antelope Valley	91423	2	San Fernando	91776	3	San Gabriel
93552	1	Antelope Valley	91436	2	San Fernando	91780	3	San Gabriel
93553	1	Antelope Valley	91501	2	San Fernando	91780	3	San Gabriel
93580	1	Antelope Valley	91502	2	San Fernando	91789	3	San Gabriel
93591	1	Antelope Valley	91504	2	San Fernando	91789	3	San Gabriel
SPA 2			91505	2	San Fernando	91790	3	San Gabriel
90290	2	San Fernando	91606	2	San Fernando	91791	3	San Gabriel
91020	2	San Fernando	91607	2	San Fernando	91792	3	San Gabriel
91040	2	San Fernando	SPA 3			91801	3	San Gabriel
91201	2	San Fernando	91001	3	San Gabriel	91803	3	San Gabriel
91202	2	San Fernando	91006	3	San Gabriel	92621	3	San Gabriel
91203	2	San Fernando	91007	3	San Gabriel	SPA 4		
91204	2	San Fernando	91010	3	San Gabriel	90004	4	Metro
91205	2	San Fernando	91011	3	San Gabriel	90005	4	Metro
91206	2	San Fernando	91016	3	San Gabriel	90006	4	Metro
91207	2	San Fernando	91024	3	San Gabriel	90010	4	Metro
91208	2	San Fernando	91030	3	San Gabriel	90012	4	Metro
91214	2	San Fernando	91042	3	San Gabriel	90013	4	Metro
91301	2	San Fernando	91101	3	San Gabriel	90014	4	Metro
91302	2	San Fernando	91103	3	San Gabriel	90015	4	Metro
91303	2	San Fernando	91104	3	San Gabriel	90017	4	Metro
91304	2	San Fernando	91105	3	San Gabriel	90019	4	Metro
91306	2	San Fernando	91106	3	San Gabriel	90020	4	Metro
91311	2	San Fernando	91107	3	San Gabriel	90021	4	Metro
91316	2	San Fernando	91108	3	San Gabriel	90023	4	Metro
91321	2	San Fernando	91702	3	San Gabriel	90026	4	Metro
91324	2	San Fernando	91706	3	San Gabriel	90027	4	Metro
91325	2	San Fernando	91711	3	San Gabriel	90028	4	Metro
91326	2	San Fernando	91722	3	San Gabriel	90029	4	Metro
91330	2	San Fernando	91723	3	San Gabriel	90031	4	Metro
91331	2	San Fernando	91724	3	San Gabriel	90032	4	Metro
91335	2	San Fernando	91731	3	San Gabriel	90033	4	Metro
91340	2	San Fernando	91732	3	San Gabriel	90036	4	Metro
91342	2	San Fernando	91733	3	San Gabriel	90038	4	Metro
91343	2	San Fernando	91740	3	San Gabriel	90039	4	Metro
91344	2	San Fernando	91741	3	San Gabriel	90041	4	Metro
91345	2	San Fernando	91744	3	San Gabriel	90042	4	Metro
91351	2	San Fernando	91745	3	San Gabriel	90046	4	Metro
91352	2	San Fernando	91746	3	San Gabriel	90048	4	Metro
91354	2	San Fernando	91748	3	San Gabriel	90057	4	Metro
91355	2	San Fernando	91750	3	San Gabriel	90065	4	Metro
			91754	3	San Gabriel	90068	4	Metro

90069	4	Metro
90071	4	Metro

SPA 5

90024	5	West
90024	5	West
90025	5	West
90025	5	West
90034	5	West
90034	5	West
90035	5	West
90035	5	West
90045	5	West
90045	5	West
90049	5	West
90049	5	West
90056	5	West
90056	5	West
90064	5	West
90064	5	West
90066	5	West
90066	5	West
90067	5	West
90067	5	West
90077	5	West
90077	5	West
90210	5	West
90210	5	West
90211	5	West
90211	5	West
90212	5	West
90212	5	West
90230	5	West
90230	5	West
90232	5	West
90232	5	West
90265	5	West
90265	5	West
90272	5	West
90272	5	West
90291	5	West
90291	5	West
90293	5	West
90293	5	West
90401	5	West
90401	5	West
90402	5	West
90402	5	West
90403	5	West
90403	5	West
90404	5	West
90404	5	West
90405	5	West
90405	5	West

SPA 6

90001	6	South
90001	6	South
90002	6	South
90002	6	South

90003	6	South
90003	6	South
90007	6	South
90007	6	South
90008	6	South
90008	6	South
90011	6	South
90011	6	South
90016	6	South
90016	6	South
90018	6	South
90018	6	South
90037	6	South
90037	6	South
90043	6	South
90043	6	South
90044	6	South
90044	6	South
90047	6	South
90047	6	South
90059	6	South
90059	6	South
90061	6	South
90061	6	South
90062	6	South
90062	6	South
90220	6	South
90220	6	South
90221	6	South
90221	6	South
90222	6	South
90222	6	South
90262	6	South
90262	6	South
90723	6	South
90723	6	South

SPA 7

90022	7	East
90040	7	East
90058	7	East
90063	7	East
90201	7	East
90240	7	East
90241	7	East
90242	7	East
90255	7	East
90270	7	East
90280	7	East
90601	7	East
90602	7	East
90603	7	East
90604	7	East
90605	7	East
90606	7	East
90638	7	East
90640	7	East
90650	7	East
90660	7	East
90670	7	East

90701	7	East
90706	7	East
90712	7	East
90713	7	East
90715	7	East
90716	7	East

SPA 8

90245	8	South Bay-LB
90247	8	South Bay-LB
90248	8	South Bay-LB
90249	8	South Bay-LB
90250	8	South Bay-LB
90254	8	South Bay-LB
90260	8	South Bay-LB
90266	8	South Bay-LB
90274	8	South Bay-LB
90277	8	South Bay-LB
90278	8	South Bay-LB
90301	8	South Bay-LB
90302	8	South Bay-LB
90303	8	South Bay-LB
90304	8	South Bay-LB
90305	8	South Bay-LB
90501	8	South Bay-LB
90502	8	South Bay-LB
90503	8	South Bay-LB
90504	8	South Bay-LB
90505	8	South Bay-LB
90506	8	South Bay-LB
90704	8	South Bay-LB
90710	8	South Bay-LB
90717	8	South Bay-LB
90731	8	South Bay-LB
90732	8	South Bay-LB
90744	8	South Bay-LB
90745	8	South Bay-LB
90746	8	South Bay-LB
90802	8	South Bay-LB
90803	8	South Bay-LB
90804	8	South Bay-LB
90805	8	South Bay-LB
90806	8	South Bay-LB
90807	8	South Bay-LB
90808	8	South Bay-LB
90809	8	South Bay-LB
90810	8	South Bay-LB
90813	8	South Bay-LB
90814	8	South Bay-LB
90815	8	South Bay-LB
90822	8	South Bay-LB
90888	8	South Bay-LB

Exhibit 2: Service Provider Networks (SPNs)

WHAT IS SERVICE PROVIDER NETWORK?

Service Provider Networks are SPA-based, formally organized groups of providers convened to assist OAPP in service system development. The Service Provider Networks will be used to promote consistent perspectives and recommendations from providers to OAPP on service system changes and improvements. These service system changes are related to the coordination of services, service category definitions and requirements, and standards for services.

The Service Provider Networks will not duplicate RWCA or CDC planning body functions, nor will they duplicate existing community health planning and advisory groups currently active in the SPAs. The discussions of the SPNs will be informed by the needs assessments, comprehensive care plans and other planning recommendations from these planning bodies. However, the Service Provider Networks are specifically related to OAPP's legislated role and responsibility for managing the actual service delivery providers contracted through the RWCA and CDC prevention and care/treatment programs.

The Service Provider Networks will not directly control nor influence the OAPP's role and responsibility for the disbursement of grant (or other) funds used to support the service delivery system. OAPP will retain its role of providing stewardship for the use of grant (and other source) funds and will retain its responsibility for financial management of the grant-making program.

The Service Provider Networks are intended to facilitate an improved coordination of care, using the HIV/AIDS Continuum of Care as an overall standard. They are not intended to become tightly and exclusively defined groups of providers that increase competition for already limited financial and other resources. Service Provider Networks will assist OAPP in identifying and resolving practical problems that are impeding coordination in the service continuum. The work of the SPNs is directly related to four goals:

- Provision of quality, state of the art services.
- Increasing and sustaining access for vulnerable populations.
- Documenting improved health outcomes.
- Eliminating health outcome disparities for racial and ethnic minorities.

REASONS FOR SERVICE PROVIDER NETWORKS

OAPP is committed to the Strategic Planning Process directive to implement Community Relevant and Community Responsive HIV Services Planning, and is convening the Service Provider Networks as one group of stakeholders who are critical to fulfilling this approach to planning.

In addition, OAPP will now play its part in managing the new HIV/AIDS Continuum of Care, evolving from the Strategic Planning Process, and recently approved by the LAC HIV/AIDS Commission on Health Services. Service Provider Networks will assist OAPP in "making the Continuum real." The OAPP and SPNs will establish formal, on-going and mutual relationships to discuss the practical issues involved in managing service delivery within this Continuum.

Finally, OAPP is committed to the Strategic Planning Process directive to relate current research and policy to community practice. Service Provider Networks will be a vehicle through which OAPP will review and discuss [services] research and the applied policy implications for LAC's diverse communities and populations of service.

WHO IS A SERVICE PROVIDER NETWORK MEMBER?

OAPP has recently contracted Service Provider Networks in both prevention and care and treatment. These contracted networks are viewed as opportunities [not pre-sanctioned, exclusive groups] for beginning the Service Provider Network functions related to the Strategic Planning Process. OAPP will add individuals, community representatives, and providers as needed (and as recommended) in order to take full advantage of any and all perspectives and points of view. This will include individuals, community representatives and providers who are funded by OAPP-disbursed HIV/AIDS funding (both prevention and care and treatment funds) as well as those who are not funded by OAPP.

A provider's participation in Service Provider Network activities will be based on the ability to contribute to the service delivery issue being addressed. Participation will be needed from agencies of every size, of every stage of organizational development, and from agencies serving diverse populations across the County. In some cases, providers may well be asked to participate in more than one Service Provider Network. This will particularly be the case when a provider agency serves clients from more than one SPA.

THE OAPP ROLES AND RESPONSIBILITIES

OAPP has legislated roles and responsibilities for the disbursement of grant (and other source) funds, for assuring the financial management of those funds and maintaining stewardship over the use of those funds. OAPP is ultimately responsible for assuring the quality and consistency of services procured through these funds. OAPP is not altering its role and responsibility for the management, stewardship or quality of services.

The "change" implied by establishing Service Provider Networks is a further enhancement and elaboration of the relationship between OAPP and providers defined through service contracts and agreements. And, it is a further enhancement and elaboration of OAPP's public health responsibilities related to quality services delivery for diverse communities and county residents.

OAPP is strengthening its relationships with providers (funded and not funded by OAPP) through the Service Provider Network approach to improve OAPP's procurement of services, making them more relevant and responsive for communities and populations, and to improve OAPP's identification of strategies and support systems for continuously improving the quality of services for all communities and populations.

OAPP needs practical, relevant and quality methods for the delivery of services. OAPP cannot meet this need outside of consistent and directed discussions with service providers. However, OAPP retains the final authority for maintaining standards of care for all service, for writing and releasing Requests for Proposals to procure services, for assessing program and provider compliance with the HIV/AIDS Continuum of Care, and for managing contracted relationships with providers.

In summary, OAPP will retain its role and responsibility for managing the overall health outcomes for HIV-infected and at risk populations and for managing the effectiveness and efficiency of the HIV-related health service delivery system. Service Provider Networks will assist and facilitate OAPP in meeting these roles and responsibilities.

Exhibit 3: Critical Success Factors for MOUs

Critical Success Factors

MOU/ Partnership Agreements

Timely Decision Making Authority

Partnering agencies must identify a specific individual in writing that will participate in the partnership consistently at the program level. The person identified must have the authority to influence and/or make decisions on behalf of their respective agency. When the partnership requires regular meetings and communications between agencies, identified individuals with decision making authority should remain the primary participant and should not practice a regular routine of sending representatives in their place because the dynamics of their agency's planned participation will be inherently changed. Office of AIDS Programs and Policy agree that it at times, play an integral part in the development of community partnerships and agrees that timely decision making is also important to the process of developing effective service provider networks.

Open Communication Channels

Partnering agencies must create mechanisms to insure that information that affects the partnership is shared appropriately. These mechanism include regular meetings, phone calls, status reports and other written material that should be structured in to the initial partnership agreement. The communication channels must be structured so that information flows back and forth between agencies in a manner that allows an agency to process the information in relation to its own operation.

Compatible Internal Policies

The initial decision to develop a partnership agreement must be factored with an understanding of operational dynamics and policies for each individual agency. When negotiating the terms of an agreement, partners should develop shared policies that will be compatible to each agency. When necessary, individual agencies must adapt their internal policies in an effort to realistically achieve the partnership goals.

Clearly Defined Roles of Participation

It is imperative that the partnership agreement has clearly defined roles and that each agency and its representative can articulate specific deliverables for each entity within the partnership. The involvement of other important community stakeholders, including clients should also be clearly articulated. The method in which work will be coordinated should be considered as roles and responsibilities are defined. As roles are defined, it is also important to factor that the relationship must be mutually beneficial for all parties involved. When negotiating the agreement, agencies should be sure to structure its activities in a manner that is not one-sided. Each agency should be clear about its position and should identify specific highlights of the partnership that is particularly important.

Conflict Resolution System

Partnering agencies should agree upon a method of resolving any discrepancies that may arise during the normal course of the partnership. The mechanism should be a system that identifies each complaint or conflict and lays out specific action steps that resolve each issue in a fair and unbiased manner. Each agency must agree to make a "good faith" effort to adhere to the conflict resolution system that it develops.

Exhibit 4: Safely Surrender Baby Law Fact Sheet

<http://babysafela.org/>

Exhibit 5: Debarment List for the County of Los Angeles (As of 9/15/03)

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

Vendor Name: 2X, Inc. a.k.a. LA Internet, Inc.,
2X Access
Internet Business International
(Referred to collectively as "LA Internet")

Principal Owners: Ken Reda
Albert Reda
Louis Cherry

Debarment Start Date: September 9, 2003 Debarment End Date: September 8, 2006

Exhibit 6: County Contract Additional Provisions

If funded, the following “Additional Provisions” document will be incorporated as part of the resulting contract. Proposers should review and understand the terms that will be entered into as a result of this contract.

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT

RevAddProv5-04

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**ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT**

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-

discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's OAPP services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

10. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for

services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system, which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry, which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for MediCal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total work-time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Health Services ("DHS") - OAPP, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Controller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DHS - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary

of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - OAPP one (1) original and one (1) copy of an annual cost report within

thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DHS - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

19. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed

subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by OAPP Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - OAPP at any time during the term of this Agreement.

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS: Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property that is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements, which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support

personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgement that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgement shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

31. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;
- (2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;
- (3) The appointment of a Receiver or Trustee for Contractor;
- (4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

- (1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

39. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

41. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. JURISDICTION AND VENUE: Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

43. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further,

Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

45. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

46. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47. PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such

notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

50. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

Proposer Debarment (*Note: If Living Wage Program, the Determinations of Contractor Non-Responsibility & Contractor Debarment Ordinance, Appendix L, must be added to the RFP.*)

A. Chapter 2.202 of the County Code

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, not to exceed three (3) years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

B. Notice to Proposer

If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

C. Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

D. Presentation to Board of Supervisors

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Proposers

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

51. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

52. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

53. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

54. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

55. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

56. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME:

(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.